



OPEN BIDDING REQUEST FOR BIDS (RFB)

Reference Number: **SADC / MSM CONST /2021 / 01**

RFB Title: PRE AND POST CONTRACT CONSULTANCY SERVICES FOR THE CONSTRUCTION OF A MESEUM IN HONOUR OF SADC FOUNDERS AT THE SADC HEADQUARTERS, GABORONE BOTSWANA.

1. **SADC Secretariat** is inviting companies to submit a bids for the provision of the following services :

Requirement: PRE AND POST CONTRACT CONSULTANCY SERVICES FOR THE CONSTRUCTION OF A MESEUM IN HONOUR OF SADC FOUNDERS AT THE SADC HEADQUARTERS, GABORONE BOTSWANA.

Quantity	Description
	<i>Detailed specifications are attached on annexure 1 the terms of reference</i>

Non adherence to the above specifications will lead to bid disqualification

2. You should send only **one quotation** for this requirement alternative bid will not be accepted.
3. Your **quotation** should be addressed to this email: **museum@sadc.int**
4. Quotations should be sent to: **museum@sadc.int** only bids submitted to this email will be considered.
5. Deadline for written request for clarifications is **14th September 2021 15:30hrs**, requests for clarifications should be forwarded to **mmalongo@sadc.int** Cc **tlengoasa@sadc.int**
6. Response to requests for clarifications is **21st September 2021 16:00hrs**.

7. The deadline for submission of your quotation to the email addresses indicated in Paragraph 4 above is: **28th September 2021 15:00hrs bids submitted late will be rejected.**
8. Your quotation should be submitted as per the following instructions, and in accordance with the Terms and Conditions of the Standard Purchase Order for SADC which is available on request.
 - (i) **PRICES:** The prices should be convertible to the local Pula currency (Include exchange rate to Pula if using foreign currency), including all duties attached to the sale of the **goods** (such as VAT, customs duties, etc) and transport to the final destination.
 - (ii) **EVALUATION AND AWARD OF PURCHASE ORDER:** Quotes determined to be administrative (see Paragraph 1,2,3,4 and 5 and technically compliant to the requirements will be evaluated by comparison of their prices. The award will be made to the bidder offering an administratively and technically compliant quotation at the lowest total price.

The following Compliance Requirements will be evaluated and non-compliance in any of the following shall lead to **Automatic Disqualification**

1. Consultancy Consortium Tender Submission Limitations
2. Consortium Formation Requirements
3. Valid and relevant Company Registrations/Certificates of incorporation of all the firms forming the consortium
4. Valid Tax Clearance Certificates of all the firms forming the Consortium
5. Tender Scheme Design/drawings
6. Attendance of Compulsory site visit
Power of attorney provided by the Consortium Firm certified by Commissioner of Oath or Notary giving a representative of the Consortium power “the mandate” to sign all documents.
7. which has to do with this assignment/tender(This can be written in any format)
8. Submission of Duly completed Sworn In Statement from all the firms forming the Consortium certified by Commissioner of Oath or Notary ,This can take any form
9. Submission of Valid and Relevant Trade License only where applicable
10. Submission of Valid VAT Clearance Certificate
11. 3. Power of attorney provided by the Consortium Firm certified by Commissioner of Oath or Notary giving a representative of the Consortium power to mandate to sign all documents which has to do with this assignment/tender(This can be written in any format)

(iv) VALIDITY OF THE OFFER: Your quotations should be valid for a period of 180 days from the date of deadline for submission of quotation indicated in Paragraph 5 above.

9. For more details Instructions to bidders and specifications kindly refer to ANNEXTURE 1
TERMS OF REFERENCE



TENDER TERMS OF REFERENCE

FOR

PRE AND POST CONTRACT CONSULTANCY SERVICES

FOR

**The Construction of a Museum in Honour of
SADC Founders at the SADC Headquarters,
Gaborone, Botswana**

FOR

SOUTHERN AFRICAN DEVELOPMENT COMMUNITY

TENDER NO:SADC / MSM CONST /2021 / 01

Version 1.1

**SOUTHERN AFRICAN DEVELOPMENT COMMUNITY,
PLOT 54385 CBD
P/BAG 0095
GABORONE.
BOTSWANA**

AUGUST 2021

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PREAMBLE

1. DEFINITIONS

1.1. Client

Southern African Development Community (herein after referred to as SADC), the organization for economic integration, comprising of 16 member states and headquartered in Gaborone, Botswana, established by Article 2 of the Treaty establishing SADC.

1.2. Project

Pre and Post Contract Consultancy Services for the proposed construction of a museum in honour of SADC founders at the SADC Headquarters in Gaborone, Botswana.

The museum will be constructed on an existing open space measuring approximately 30m x30m , inside the premises of the SADC Headquarters , plot 54385 CBD , Gaborone , Botswana. The plot is fully serviced with sewer reticulation, water reticulation, roads and stormwater drainages, electricity reticulation etc. The existing master plan shows that this open space, on the Northern side of the SADC plot, was not earmarked for any future office extensions hence can be used to erect the museum. However, there is a sewer line and an underground power cable traversing across the open space. These services will be relocated during the construction phase.

During August 2020 Summit, the construction of a modern museum was identified as one of the major initiatives to sustain the legacy of SADC Founders in perpetuity. The museum will be viewed as a very useful one-stop-shop for archiving artefacts and documents about the Founders and their legacy.

Moreover, the museum's purpose is to ensure the permanent survival of the SADC Founders' historical record, Southern Africa liberation struggle and progress made in regional integration, as well as wide accessibility of such information to the public. The museum will collect and display the heritage of the Founders through a collection of books, artefacts, memorabilia, regalia, movies and works of art.

1.3. Project Manager

The officer appointed by SADC Secretariat who shall have responsibility of the administration of the project.

1.4. Contract

The following documents shall comprise the contract between SADC and the Consortium:-

1.4.1. The Technical Proposal of the Consortium that shall be awarded the works.

- 1.4.2. The Financial Proposal of the Consortium that shall be awarded the works.
- 1.4.3. These Terms of Reference (including any addenda issued).
- 1.4.4. Consultancy Services Agreement.

1.5. Services

Tasks to be performed by the Consortium in connection with this project and for which they are responsible.

1.6. Consultant

Firm registered in the respective discipline commissioned to provide professional and/or specialist service on any aspect of the project within the Consortium.

1.7. Consortium

A team of consultants comprising of Architects, Civil & Structural Engineers, Electrical & Mechanical Engineers, assembled by the Lead Consultant to provide professional or specialist services on any aspect of the project.

1.8. Lead Consultant

Consulting firm responsible for assembling the Consortium, representative of the Consortium and Consulting firm empowered by the Consortium to sign the contract documents with SADC in respect to the Consortium tendering for the Pre and Post Contract Consultancy Services for the Construction of a Museum in Honour of SADC Founders at the SADC Headquarters, Gaborone, Botswana. Tender number SADC / MSM CONST / 01. In this project, the Lead Consultant will be the Architectural Firm.

1.9. Sub-Consultant

A professional person or practice engaged by a Consultant to provide specialist services for which the Consultant shall be responsible to the Consortium.

1.10. Budget

The estimated total cost of undertaking the consultancy and construction work.

VOLUME 1: PART1 - TENDER TERMS OF REFERENCE

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2. BACKGROUND INFORMATION

2.1 The Project

This project under tender reference SADC/ MSM CONST/ 01 shall be for the Pre-Contract and Post-Contract Consultancy Services for the design and construction supervision of a museum in honour of SADC founders at the SADC Headquarters in Gaborone , Botswana.

2.2 The Project Site

The project site is an existing open space within the premises of the SADC Headquarters; plot 54385 CBD, Gaborone, Botswana. The size of the open space is approximately 900 square meters, vizily 30m x30m. The plot is fully serviced with water reticulation, sewer reticulation, roads and storm water drainages, electricity reticulation etc. The existing master W for any future office extensions hence can be used to erect the museum. However, there is a sewer line and an underground power cable traversing across the open space. These services will be relocated during the construction phase. The consortium must do a thorough site investigation to prepare accurate and comprehensive tender documents to avoid variations at pre-contract and post contract stage. As built drawings of the external services layout will be issued during the compulsory site visit.

2.3 The Compulsory Site Visit

There will be a compulsory site visit for all bidders on **31st August 2021 deadline 11:00am local time**, Tenderers are advised to assemble at SADC Head Office at CBD in Gaborone, at 09:00 hrs, this is to allow bidders to go through covid19 protocols before resuming the site visit. Please note that consortiums, which fail to send a representative to this compulsory site visit, will automatically be disqualified. The lates time bidders will be allowed to arrive is 11am

2.4 The Project Duration

The pre and post contract duration is to be estimated by the consortium.

2.5 Tax Clearance Certificate

All bidders are required to attach to their technical submissions, valid and certified copy of Tax Clearance Certificate from Botswana Unified Revenue Service (BURS) or any other Taxation responsible authority from their respective countries. All the firms within the consortium must submit a Tax Clearance Certificate.

2.6 Certificate of Incorporation and Professional Indemnity

All bidders are required to attach to their technical submissions, a certified copy of their valid Certificates of Company Registrations / Certificates of Incorporation of their firms: All the firms within the consortium must submit their certificates of Incorporation and the professional Indemnity covers Late

2.7 ToR Page Numbering

Tenderers should further take note of the following:

These Terms of Reference contain pages numbered consecutively. The tenderer should check the number of pages and if any are found missing or duplicated, or the figures or writing indistinctive, or the Terms of Reference contain any obvious errors, the Tenderer should report to SADC at once and have the same rectified, as no liability whatsoever will be admitted by SADC in respect of errors in the tender due to the foregoing.

2.8 Tender Collection and Submission

Tenders will be advertised in the SADC website on 16 August 2021. Deadline for tender submission will be on the **28th September 2021**, at **15:00 hours** local time. Late submissions will not be considered, Tender submissions should strictly be in soft copies. Only email submissions will be accepted due to COVID 19 precautions. Submission via hard copies will not be accepted due to covid 19 precautions. The submission email address is; museum@sadc.int

2.9 Tender for Pre & Post Consultancy Services

Tenderers are advised that they are bidding for Pre-Contract and Post-Contract consultancy services for purposes of designing the entire project, preparing of approved construction documents, getting all the approvals and permits, participating in tendering processes for engaging the building contractor, supervising the construction of building and related infrastructure services and project close out.

2.10 Tender Closing Date for Queries & Clarifications

Tenderers are advised that the closing date for queries is **14th September 2021 15:30hrs**, and responses to clarifications on the ToR shall be on **21st September 2021 16:00hrs**.

2.11 Tender Addenda

Any addendums issued with regard to these representations will be communicated by email through the SADC website.

2.12 Tender Submission Instructions

One soft copy of Technical and Financial proposals are to be submitted via email.

2.13 Tender Compliance

The following Clauses shall constitute compliance requirements with the Terms of Reference and the Instructions to Tender:

Table 2.13

Clause	Description
Clause 5.4	Consultancy Consortium Tender Submission Limitations.
Clause 5.2	Consortium Formation Requirements.
Clause 2.6	Certified and valid Certificates of incorporation of all the firms forming the consortium.
Clause 2.5	Certified and valid tax Clearance Certificates of all the firms forming the consortium
Clause 3.4.3	Tender Scheme Design/drawings
Clause 2.3	Compulsory site visit . Latest time of arrival 11 am
	Sworn in statement certified by the commissioner of oath or notary should be submitted by the bidders (Template is attached as APPEDIX I)
	Submission of Valid and Relevant Trade License only where applicable
	Submission of Valid VAT Clearance Certificate
	Power of attorney provided by the Consortium Firm certified by Commissioner of Oath or Notary giving a representative of the Consortium power the mandate to sign all documents which has to do with this assignment/tender(This can be written in any format)

Failure to comply with any of these requirements shall lead to automatic disqualification of the tender.

2.14 Tender Enquiries, Comments & Queries

All enquiries, comments, and or queries regarding this tender shall be forwarded by email not later than three (15) working days before the close of this tender to the following SADC Officers (NB: all correspondence to include all the Officers at all times), and confirmations of receipt should be followed up by email :

Martin Malongo
mmalongo@sadc.int

Themba Lengoasa
tlengoasa@sadc.int

Veronica Chingalawa
vchingalawa@sadc.int

Response to enquiries shall be addressed to all Tenderers through email and a receipt confirmation requested from all Tenderers by email.

2.15 The Client

The Client is Southern African Development Community (SADC) - (herein after referred to as SADC), an organization for economic integration, comprising of 16 member states, whose headquarters are in Gaborone, Botswana.

2.16 Client Correspondence Address

All correspondence shall be addressed to; vchingalawa@sadc.int

THE HEAD OF PROCUREMENT UNIT

Southern African Development Community

**Pre and Post Contract Consultancy Services for the Construction of
a museum in honour of SADC founders at the SADC Headquarters
in Gaborone, Botswana**

Tender Number SADC / MSM CONST / 01

P /BAG 0095

GABORONE.

BOTSWANA

The physical address is,

SADC Secretariat
Plot 54385 CBD
Gaborone, Botswana

The Contact address is;

Telephone: +267 3951863
Fax: +267 3951864

3 PROJECT SCOPE OF WORK

3.1 Buildings and Infrastructure

The project comprises of Pre and Post contract consultancy services for the proposed construction of a museum in honour of SADC founders at the SADC Headquarters in Gaborone, Botswana.

The works will include the designs and construction supervision of the museum building and associated infrastructure services.

3.2 Change of Land Use and Acquisition of Land Servitudes

Should the change of land use or acquisition of land servitudes become necessary, the consortium shall apply for the permit or the needed land, and ensure they are granted to enable the success of the project.

3.3 Development Master Plans

All the necessary physical planning documents should be sourced from the Department of town and regional planning by the consortium, to ensure compliance, in order for the development proposals to receive the necessary approval by the planning authorities.

3.4 Proposed Buildings and Infrastructure

3.4.1 The following is the Proposed Scope of Building Work

1. Single or Double Storey Museum Block. Please note that the designs of the museum building must allow for future extensions of the building to a maximum of seven storeys. This is to ensure prudent use of scarce land. However, the museum we are planning to construct for now is either a single storey or a double storey building.

The building to be equipped with the following building services, (but not limited to) as deemed appropriate:

- Electrical installation
- Heating , ventilating and air conditioning (HVAC) installations
- Wet services
- Fire protection systems
- Fire detection and evacuation systems
- Access control
- Closed circuit television (CCTV)
- Lifts, escalators and travelators
- Communication systems
- Building management systems
- Security systems
- Data systems

3.4.2 The following is the Proposed Scope of Supporting Infrastructure

1. Roads & Stormwater drainages

2. Water Reticulation
3. Sewer Reticulation
4. Electricity Reticulation

The consultancy consortium can propose any other services deemed necessary for such a project

3.4.3 Tender Scheme Design/drawings

The consortium shall be required to submit with their Technical Tender proposal, indicative scheme designs/drawings of the building and the overall proposed site layout, shown by means of plans and perspectives to give the Client an appreciation of what the designer is proposing. This shall not have page limitation. The scheme design drawings shall be in A4 size. One soft copy each to be submitted.

The following items must be included in the scheme designs:

- 3.4.3.1 Preliminary building designs for ground floor, other floors, **NO sections**, simple elevations.
- 3.4.3.2 Preliminary proposed layout plan for the site, indicating the position of the building

3.5 Building Planning Layout

The site shall be planned such that maximum economic utilisation of space is achieved.

3.6 Project Contracts Packaging

3.6.1 Consultancy Consortium Contract Package

This project is a single Consortium contract for Pre-Contract and Post Contract Consultancy Services.

The Consortium **should note** that the Client reserves the right to terminate the project contract at any stage of the project should the client not be satisfied by the performance of the Consortium. The progression from Pre-Contract Stage to Post-Contract Stage shall be fully evaluated by the Client prior to sign-off to and a formal instruction will be issued to go ahead to the Post-Contract Consultancy Stage.

4 PROJECT SPECIFIC CONDITIONS

4.1 Pre-Contract & Post Contract Consultancy Services

The Client wishes to engage the Consortium for full Pre and Post contract consultancy services for the construction of a museum in honour of SADC Founders at the SADC Headquarters in Gaborone, Botswana.

To be able to provide the consultancy services, the Consortium will assemble experienced Firms of Architects, Civil & Structural Engineers, and Electrical & Mechanical Engineers

4.2 Consortium Office

The Consortium shall operate from an office in Botswana and all design reports, drawings, documentation, permits, approvals and any other works shall be produced in Botswana. Establishment of an office is the responsibility of the consortium.

4.3 Consortium Lead Consultant Reporting Lines

In the undertaking of the assignment, the Consortium through the Lead Consultant shall liaise with, and report directly to SADC through the SADC Project Manager

4.4 Professional Registrations

The consortium consultancy should note that some senior officers in the consortium must be registered in their respective fields, at their own cost, with the following Botswana Professional Regulatory Authorities: This requirement has to be satisfied during project implementation

- Botswana Engineers Registration Board
- Botswana Architects Registration Council

4.4.1 Senior officers in the consortium, who are the core , and are supposed to be registered with the above professional bodies are:

- Project Architect
- Project Civil Engineer
- Project Structural Engineer
- Project Electrical Engineer

- Project Mechanical Engineer

4.4.2 For a consortium, which will happen to win the tender, but not domiciled in Botswana, the consortium is supposed to apply and acquire professional indemnity and temporary registrations for its senior officers as indicated in 4.4.1 above. The temporary registration will be operational only for this project. The cost of temporary registrations and professional indemnity will be borne by the consortium.

4.5 Work and Residence Permits

It is the responsibility of the consultancy consortium to acquire work and residence permits for all of its members who are not Botswana. This will be at the consortium cost

5 INSTRUCTIONS TO TENDERERS

5.1 Tender Templates

Tenderers are required to use the **Templates in the Appendices of this TOR** to prepare their submissions for both Technical and Financial Proposals.

Electronic copies of the formats provided in these Terms of Reference are available and shall be accessed by all Tenderers through the SADC website.

The consortium structure shall comprise of the following disciplines:

- a) Architectural Firm
- b) Civil & Structural Engineering Firm
- c) Mechanical & Electrical Engineering Firm

5.2 Consortium Formation Requirements

The Technical Proposal submitted by the consortium must be accompanied by a Document of Formation/Consortium Agreement **duly authenticated by a Public Notary** or other official deputized to witness sworn statements, which defines precisely the conditions under which the consortium will function including the essential elements; kindly refer to appendix H as a guide.

- a) Identity of the Project.
- b) Identity of the Contracting Parties.
- c) Clearly defined responsibilities of parties (nature & percentage of work).
- d) Identity of the Team Leader authorised to represent and obligate the consortium.
- e) Income Sharing Formula, (if applicable).
- f) Persons nominated for dispute resolution of;
 - i. Financial Issues

ii. Legal Issues

- g) Auditors, (if applicable)
- h) Signature of the Contracting parties plus Names & Signatures of Witnesses including a Clause to the effect that the members of the consortium are jointly and severally liable to the Client (SADC) for the performance of the contract.
- i) Any other information necessary to permit a full appraisal of its function

5.3 Consultancy Consortium Term of Engagement

The Consultancy Consortium shall remain a legal entity for the entire project duration and shall be specific to this project and shall remain legally enforce for the duration of the project.

5.4 Consultancy Consortium Tender Submission Limitations

The following core services shall be limited to tender for this project once on a single Consultancy Consortium proposal and shall not appear in any other Consultancy Consortia;

- a) Architectural,
- b) Civil & Structural Engineering,
- c) Electrical & Mechanical Engineering,

Every consortium must be comprised of the above-mentioned three (3) Firms. Please also refer to table 9.4 for the minimum number of the above professionals needed in this project.

5.5 Lead Consultant

One of the firms within the consortium must be designated as the Lead Consultant, who shall have the authority to bind the consortium and be responsible for the overall direction of the project. In this project, the Architectural Firm will be the lead consultant.

5.6 Payments to the Consortium

All monies due to the consortium will be **payable directly to each and every member** of the Consulting Consortium after fee invoices with breakdown are availed to the Client (SADC) for payment by the Lead consultant. When submitting fee and disbursements claims, the lead consultant shall instruct SADC to make payments to the consultant(s) if in his assessment a milestone of work performance has been successfully achieved and as per financial submission. The lead consultant to the consortium shall not recommend payment if level of work done by consultant were not satisfactorily and professionally executed. Doing so by the Lead Consultant **shall** be deemed to constitute professional misconduct on the part of the Lead Consultant. If this happens, the client will demand immediate rectification by the lead consultant within fourteen days after the date of notification. Failure to comply with client's demand may result in termination of contract by Client.

5.7 Replacement of Consortium Resources

The SADC Executive Secretary or his/her representative may, after award of tender, request the Lead Consultant to replace the firm(s) or staff in the firm(s) whose performance is not acceptable for the project.

The SADC Executive Secretary or his/her representative shall request the Consortium to replace the Firm(s) with staff of equal or higher qualifications should any of the proposed staff leave the firm after award of tender.

5.8 Financial Tender

5.8.1 Fixed Pre-Contract & Post Contract Consultancy Services Fees

Tenderers are informed that Pre and Post contract consultancy services must be tendered for **FIXED PRICE**. The fees are payable for the stated scope and shall not be adjusted due to escalations in construction costs during engagement.

5.8.2 Pre-Contract & Post Contract Consultancy Services Professional Fees

Financial proposals for **Pre and Post contract services** shall comprise the following:

- a) Professional fees for each member of the Consortium. As for the "time schedule for Professional / Technical and other personnel", the recent Government approved rates by the Botswana Public Procurement and Asset Disposal Board (PPADB) can be used as a guide to determine professional fees due to all consultants. This is to be summarized as a lump sum, but the detailed breakdown must be attached.
- b) Reimbursable expenses envisaged by each members of the consortium such as, printing, copying, tender document production, site meetings, production of progress reports, site inspections, transport etc. should be clearly stated and separately itemized as Appendix G1 and G2 . Tenderers are advised that Reimbursable Expenses stated above shall not be taken into account during the evaluation process but will be used for budgetary purposes only. The Client shall reimburse the Consortium for the costs of these expenses on a proven-cost-basis. This is to be summarized as a lump sum, but the detailed breakdown must be attached.

- c) Total pre-contract fees and the estimated reimbursable expenses should be provided for each members of the consortium using Appendix F1,F2,F3,F4,
- d) Total post-contract fees and the estimated reimbursable expenses should be provided for each members of the consortium using Appendix F6,F7,F8,F9,
- e) Total Pre-contract fees for the consortium and all disbursements should be provided for using Appendix F0, while the total Post-contract fees for the consortium and all disbursements should be provided for using Appendix F5.

5.8.3 Payments

- Payments shall be made in accordance with the certificates approved by the project manager and according to the scope of work covered as indicated in clause 10 of these Terms of Reference.
- Payment shall be made in United States Dollars and Where applicable Value added tax (VAT) shall be payable on such sums at the applicable rate.
- The payments shall be based on monthly invoices submitted by the consortium and shall be paid within 45 days of receipt of the undisputed invoice.
- An amount equivalent to five percent (5%) of the certified value of works done from each invoice will be deducted and held by the employer as retention money and shall be release upon the completion of 6 months defects liability period of the pre or post contract phase
- Liquidated damages due to delay in completion of the works , will be charged at point five percent (0.5%) of the contract price per each month delay
- Limit of retention monies and liquidated damages is five percent (5%) of the contract sum.

6 PROJECT STAFF QUALIFICATIONS

6.1 Proposed Project Staff

The Tenderer shall provide academic and professional qualifications and experience of key project staff.

6.2 Staff Qualifications

6.2.1 Architectural Firms Directors / Relevant Past Experience in Projects

A detailed past experience in projects by the Architectural only firms Directors/must be provided. There is no time limitation for the Director's/ experience.

6.2.2 Project Staff Members Experience and Qualifications

Tenderers are advised that the following staff qualifications and years of relevant working experience will be required for the proposed staff:

- a) Team Leader / Lead Consultant / project Architect : A degreed* person with at least 12 years' experience in undertaking similar assignment ,Degree in Architecture
- b) Project Civil engineer, project Structural engineer, project Mechanical engineer, project Electrical. A degreed* person with at least 10 years' experience in undertaking similar assignment ,Degree in civil engineering , electrical engineering and mechanical engineering

7 TENDER VALIDITY PERIOD

7.1 Tender Evaluation Validity

Tender prices, as submitted by the Tenderers shall remain valid for a **PERIOD OF 180 DAYS** from the closing date of the Tender.

7.2 Tender Validity Extension

SADC may request for an extension of the Tender Validity Period as the need arises.

7.3 Tender Plan

The Pre Contract Tender will be implemented in accordance with the following provisional schedule;

Table 7.3

Item	Description	Start	Finish
a)	Tender advertising	16/08/2021	28/09/2021
b)	Compulsory Site Visit	31/08/2021 deadline11am	
c	Closing date for the request for clarifications	14/09/2021 15:30hrs	14/09/2021 15:30hrs
d	Closing date for responses to requests for clarifications	21/09/2021 16:00hrs	21/09/2021 16:00hrs
e)	Tender Closing	28/09/2021 15:00hrs	28/09/2021 15:00hrs
f)	Tender evaluation and recommendation of the preferred bidder	28/09/2021	12/10/2021
g)	Tender Award	12 /10 /2021	01/11/2021
h)	Pre Contract Consultancy Start	15/11/2021	

NB: This schedule is subject to change and such changes shall have no monetary or financial impact on the employer.

8 SUBMISSION OF PROPOSALS

Soft copies only of the Technical Tender and Financial Tender shall be submitted via the following email address: museum@sadc.int. Due to covid 19 precautions, submission via hard copies is not accepted.

8.1 Tender Labelling

Both the Technical and Financial Tenders should be clearly labeled as:

THE HEAD OF PROCUREMENT UNIT

Southern African Development Community

Pre and Post Contract Consultancy Services for the Construction of a Museum in Honour of SADC Founders at the SADC Headquarters in Gaborone, Botswana

Tender Number SADC / MSM CONST / 01

Plot 54385 CBD

P/BAG 0095

GABORONE. BOTSWANA

museum@sadc.int and vchingalawa@sadc.int

8.2 Tender Submission Dates

Both the Technical and Financial Tender shall be submitted no later than **28th September 2021** at **15:00hrs** local time.

Notwithstanding anything contained in the foregoing, SADC is not bound to accept the lowest or any Tender or part thereof. There will be no bidders de briefing after tender award. SADC will not reimburse any expenses in respect of the preparation and presentation thereof.

9 EVALUATION OF TENDERS

9.1 SADC Tender Evaluation

The evaluation of tenders will be conducted by at least three (3) SADC officials appointed by the SADC Executive Secretary.

9.2 SADC Tender Evaluation Stages

Evaluation shall be carried out in two stages. In stage one (1), tenders shall be checked to ensure that the bids are submitted in accordance with Compliance with the Terms of Reference. Those bids that do not meet the requirements will be considered “non-compliant” and shall be disqualified.

In stage two (2) tenders that are fully compliant in accordance with **Clause 2.13** of these Terms of Reference shall have their Technical proposals evaluated and finally their Financial proposals evaluated. The financial proposals which shall be evaluated, will be only for those consortium who have scored 70 / 100 and above in their technical proposals,

c Tender Compliance

The following Clauses shall constitute compliance requirements with the Terms of Reference and the Instructions to Tender:

Table 2.13

Clause	Description
Clause 5.4	Consultancy Consortium Tender Submission Limitations.
Clause 5.2	Consortium Formation Requirements.
Clause 2.6	Certified and valid Certificates of incorporation of all the firms forming the consortium.
Clause 2.5	Certified and valid tax Clearance Certificates of all the firms forming the consortium
	Tender Scheme Design/drawings
Clause 3.4.3	Compulsory site visit . Latest time of arrival 11 am
Clause 2.3	Sworn in statement certified by the commissioner of oath or notary should be submitted by the bidders (Template is attached as APPEDIX I)

Clause	Description
--------	-------------

9.3 Evaluation Criteria

The criteria for evaluating Technical and Financial proposals will be as follows:

Table 9.3

EVALUATION AREA	WEIGHT
Technical Tender	70 %
Financial Tender	30%
TOTAL	100%

9.4 Technical Tender Evaluation Criteria

Table 9.4

Evaluation Area	Item Description	Total
Architectural Company profile	Projects Undertaken	5
	Qualifications and professional experience of Company Directors	5
Methodology & work plan for undertaking the entire project	Technical content of the methodology	10
	Specifications and Codes of Practice	
	Project programme & work plan	
Tender Schematic Designs / Drawings	One-sample design/drawings for the building and layout plan.	20

Qualification & Experience of proposed staff		
Architecture	Project Architect / Lead Consultant – 1 No	10
Civil & Structural Engineering	Project Civil Engineer – 1 No	10
	Project Structural Engineer - 1 No	10
Electrical & Mechanical Engineering	Project Electrical Engineer – 1 No	10
	Project Mechanical Engineer – 1 No	10
Quality Assurance	Pre-contract quality assurance initiatives	5
	Post contract quality assurance initiatives	5
GRAND TOTAL		100

9.5 Assessed Final Weighted Score

An assessed final weighted score will be calculated for each bid found to be admissible. This will involve using the score attained from the Technical evaluation exercise and the Financial bid submitted by the tenderer in the following formula

$$70\% \times \frac{\text{Tender Technical Score}}{100} + 30\% \times \frac{\text{Lowest Financial Bid}}{\text{Financial Bid of Tender}}$$

The winning awarded will be to the bidder who scored highest in combined technical and financial score

9.6 Acceptance of Tender

SADC is not bound to accept the lowest or any proposal it receives and will not assign reasons for non-acceptance thereof. The cost of preparation and submission of tender documents is the responsibility of the consortium

10 CONTRACT STAGES AND PAYMENT SCHEDULE

The scope of Work includes all pre-and post-contract consultancy services for the project as earlier explained for both building and associated infrastructure services. At pre and post contract, the consortium will be paid according to the stages and deliverables indicated below as stages one (1) to six (6). The consortium is to submit soft and hard copies at the end of each stage, to enable the approval of the deliverable at that particular stage. Soft copies to be in Pdf, MS word and AutoCAD Format as needed. Upon completion of each stage, the consortium must submit the claim for the whole consortium and not as individual consultants forming the consortium. The consortium will proceed from one stage to the next, after getting an approval from the client.

- 10.1 **STAGE 1 : Inception Report and Scheme Design Drawings** : Upon successful Completion of this stage, the consortium will be entitled to 10% of the Pre contract fees and disbursements. Less 5% retention.
Certificate No 1.
- 10.2 **STAGE 2 : Preliminary Design Report and Preliminary Design Drawings** : Upon Successful completion of this stage, the consortium is entitled to 25% of the pre contract fees and disbursements. Less 5% retention.
Certificate No 2.
- 10.3 **STAGE 3 : Final Design Report & Approved and Stamped Construction Drawings & All approvals & Building Permits acquisition & All Tender Documentation needed for the appointment of the building Contractors**: Upon successful Completion of this stage, the Consortium is entitled to 55% of the pre contract fees and disbursements. Less 5% retention. **Certificate No 3.**
- 10.4 **STAGE 4 : Procurement Processes to Engage and award the Building Contractors , including contract signing**: Upon successful completion of this stage, the consortium is entitled to 10% of the pre contract fees and disbursements . Less 5% retention. **Certificate No 4.**
- 10.5 **STAGE 5 : Post Contract , Construction stage** : Fees for post contract stage will be paid according to the scope of work completed. For instance if 15% of the work is done, then the consultant will be paid 15% of the post contract fees and disbursements. Less 5% retention

- 10.6 STAGE 6 : **Close out stage** : This stage involves archiving of all the relevant project documents, including submission of a report on lessons learnt. This stage will entail the participation of the entire consortium under the supervision of the lead consultant.

11. CONSULTING CONSORTIUM SPECIFIC DELIVERABLES

The following specific tasks are indicative but are not limiting to the professional deliverables as prescribed by the various Consultant professional mandate, the various Consultants should use this as the basis of developing further and adding to these deliverables their professional codes of practice to ensure that the Client gets the full benefit of their engagement.

- a) Lead Consultant
- b) Architectural Services
- c) Civil & Structural Engineering
- d) Electrical Engineering
- e) Mechanical Engineering

11.1 LEAD CONSULTANT – SPECIFIC DELIVERABLES

The Lead Consultant shall provide services for Stages 1, 2, 3, 4, 5, 6 as per clause 10 of these Terms of Reference. The lead consultant to ensure that the consortium consultants purchase all the necessary reference materials as needed. **The lead consultant to ensure that all the professionals within the consortium participate and deliver the necessary documents and deliverables in all the stages 1, 2, 3, 4, 5, 6 as indicated in clause 10**

Lead Consultant shall be responsible for the co-ordination of the services of all the firms assembled including the distribution of information and project reports.

The rendering of the services shall not be in isolation but as a whole with the services by all firms and shall be delivered to the client in accordance with the Terms of Reference. The lead consultant must also ensure that appropriate trees are planted as much as possible at any point that will not obstruct the operations of the depot.

The Lead Consultant must oversee and supervise all the consultants within the consortium and ensure they perform their duties. The lead Consultant is supposed to engage the services of a Quantity Surveyor and Environmentalist if necessary.

11.1.1 Stage 1: Inception Report and Scheme Design Drawings

- a) Establish methods for liaison, communication channels, and methods of recording, storing and receiving information.
- b) The program to be submitted to the client for comment/approval and to show breakdown of tasks for all disciplines.
- c) Appraise and report on the client's requirements with particular regard to site information, planning and statutory requirements.
- d) Finalise and review scheme design
- e) Finalise Inception report

11.1.2 Stage 2: Preliminary Design Report and Preliminary Design Drawings

- a) Submit the preliminary designs to Department of Town and Regional planning for confirmation and approval
- b) Prepare preliminary design report and preliminary design drawings for submission to SADC. Seek all the necessary approvals from authorities.
- c) Prepare and submit preliminary cost estimate
- d) Develop a coordinated design ensuring all environmental assessment Objectives are met and SADC comments have been taken into account.
- d) Formulate preliminary design report with standard of finish with outline specifications, detail structural, electrical and mechanical analysis, services proposals, updated elemental cost estimate reconciled with the cost plan and updated program.
- e) Undertake preliminary designs

11.1.3 Stage 3: Final Design Report & Approved construction drawings & Building Permits & Tender Documentation

- a) Ensure that drawings and other documents are prepared and submitted to local or statutory authorities for approval. Planning and Building permits must be availed to SADC as a mark of accomplishment to this commissioning. These approvals are prerequisite in preparing final tender documents and specifications and must be acquired by the consortium.
- b) All disciplines to be fully coordinated to produce detailed tender documents, drawings, schedules, specifications and pre-tender estimate.
- c) Specifications shall wherever possible comply with the latest Standard Specifications for Materials and Workmanships for Building Contracts, as issued by the Government of Botswana and where possible, with other internationally acceptable standards and codes of practice for the approval of SADC

- d) To avail to SADC a set of approved and stamped drawings and other Tender documents
- e) Soft and hard copies of all the deliverables in acceptable format to be agreed upon must be availed to SADC for archiving.
- f) To avail to SADC, all the completed construction documents, namely all the construction drawings duly stamped as required by local authorities and utility organizations and Bill of Quantities, which are ready to be implemented/used by the contractors, in soft and hard copies, in a format to be agreed upon. This means at this stage all fully detailed construction drawings and any other documents like Bills of quantities and bar bending schedules must be submitted to SADC in readiness to be issued to the construction contractors for implementation.
- g) All the drawings at this stage must be fully detailed and stamped as necessary and ready to be issued to the contractor to commence construction work.
- h) Undertake final designs and seek all the approvals and permits

11.1.4 Stage 4: Procurement Processes to engage and award of building contractor

- a) To undertake all the procurement processes, coordinated by SADC, to the Award of building contractor, including signing the necessary contracts

11.1.5 Stage 5: Post Contract Administration

- a) Ensures that there is regular site supervision with full consultancy team, co-ordination and co-chairing site meetings with the SADC project manager, keeping minutes, issuing minutes and agenda well before the next meeting.
- b) Ensures that as-built drawings are prepared and issued to SADC in soft and hard copies, in agreeable formats, including calculations, reports, schedules, operational and maintenance manuals (where relevant). Three dimensional drawings shall also be availed
- c) Ensures that the Final Account after completion of Defect Liability Period is prepared and all supplier accounts are closed.
- d) Availing soft and hard copies of all the deliverables to SADC in an accepted format to be agreed upon.
- e) Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Facilitate project close out and archiving of all the documents.
- f) Undertake general administration and supervision of the project
- g) Make sure the occupation certificates and any other approvals are submitted to the client

Provide post-contract supervision services during construction stage of the project to ensure that construction works are being executed in accordance with construction drawings and specifications. Coordinating all the works with local authorities and Utility organizations and service providers and seeking their approvals in writing. Handing over of all the services to respective local authorities and utility organizations for their eternal use and maintenance.

Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Prepare and submit as built drawings and facilitate project close out.

11.1.6 Fee & Payment Invoices

To submit fee invoices from the consultants to client for payment.

11.1.7 Consultancy Services Agreement

Other responsibilities as contained in the **Consultancy Services Agreement, (Appendix I)**.

11.1.8 Detailed Work Programme

The Tenderer shall as part of his tender submit a detailed programme of works in Microsoft Project 2007 or other approved format, outlining the whole scope of work at pre and post contract. This programme shall be consolidated into the main Consortium project programme and shall form part of the project contract.

11.1.9 Over and above the foregoing, the Lead Architect is to deliver the following QUANTITY SURVEYING services: The Lead Architect can engage the services of a quantity surveyor on part time basis

The main goal of the project is to provide pre-contract and post-contract quantity surveying services, which can be summarized as follows:

- Preparation of project brief
- Preparation of preliminary cost estimates for the entire project
- Preparation of detailed and most accurate cost estimates for the entire project
- Preparation of tender and contract documents for contractors engagement
- Preparation of tender estimates for contractors engagement
- Undertaking all post contract quantity surveying duties.

The following are some of the specific objectives and tasks of the consultancy;

- **Contract Documents**

To prepare and issue contract documents including Specifications in liaison with other professionals, especially Bills of Quantities to be issued to the construction contractors for bidding purposes. The Bills of Quantities will accommodate inputs from all the professionals within the consortium.

- **Project Cost Management**

- a) To prepare periodic cost estimates and forecasts as required at different stages of the project development.
- b) To prepare cost plan or cost model of the works in accordance with the design development.
- c) Prepare interim valuations and certificates of payments in accordance with the contract provisions - generally monthly.
- d) Evaluate any contractor's claim in conjunction with other project consultants and make recommendations to SADC.
- e) Prepare final account for approval by SADC, and letter for formal agreement with the contractor. Where agreement cannot be achieved within a reasonable time, the approved final account if approved by SADC may be used as the basis of preparing the Final Certificate.

- **Project Tender Management**

- a) To prepare tender notice, Bills of Quantities, check, analyse, evaluate and prepare tender recommendation in liaison with other design professionals and submit to SADC for adjudication.

- **Project Meetings**

To attend technical, project meetings, and coordinate all quantity surveying related work output on site.

- **Variations Management**

Solely responsible to manage the variation account so as to generate Cost Reports at not more than 3 months intervals. As a minimum the Cost Reports shall show;

- a) Changes in value of provisional sums and provisional quantities
- b) Values of contract instructions.
- c) Values of proposed design changes, or anticipated instructions.
- d) Anticipated final contract sum.
- e) Any residual contingency sum.

- **Dispute Resolution**

The consultant shall avail themselves as expert witnesses and shall provide all information relevant to resolving any dispute arising from the contract.

- **Project Payment Programme**

In liaison with other professionals involved in the project shall submit a detailed work programme to SADC for the Pre-Contract and Post-Contract Consultancy services outlining the payment schedules and programme due to the Consortium at major project delivery milestones.

- **Post Contract Management**

For post-contract services, the consulting quantity surveyor is expected to exercise his judgments as an experienced and qualified professional to ensure that the works conform generally to the contract documents including Bills of Quantities.

Provide post-contract supervision services during construction stage of the project to ensure that construction works are being executed in accordance with construction drawings and specifications. Coordinating all the works with local authorities and Utility organizations and service providers and seeking their approvals in writing. Handing over of all the services to respective local authorities and utility organizations for their eternal use and maintenance.

Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Prepare and submit as built drawings and facilitate project close out

- **Consultancy Services Agreement**

Notwithstanding all the above, the scope of services to be provided by the Consulting Quantity Surveyor shall encompass those stated in the **Consultancy Services Agreement**.

11.1.10 Over and above the foregoing, the Lead Architect is to deliver the following ENVIRONMENTALIST services: The Lead Architect can engage the services of an environmentalist on part time basis

Amongst others, the environmentalist must ensure the following:

- a) Monitoring and addressing the interruption of green corridor
- b) Monitoring and addressing the loss of biomass/vegetation
- c) Ensuring that soil erosion and pollution risks potentially arising from the project are properly mitigated
- d) Ensuring the pollution risks to ground water potentially arising from the project , inclusive but not limited to general waste , human waste ,hazardous waste etc. are properly mitigated.
- e) Ensuring the effective mitigation of air (dust) pollution and / or any other forms of pollution potentially arising from the project.

- f) Ensuring effective management of socio-economic impacts potentially arising from the project
- g) The environmentalist to propose any other deliverables deemed necessary for this project both at pre and post contract

11.2 ARCHITECT – SPECIFIC DELIVERABLES

The main goal of the project is to provide full pre-contract and post-contract architectural consultancy services including contract administration services.

11.2.1 The Consulting Architect shall provide the following services

- a) Undertake Stages 1,2,3,4 , 5,6 as per clause 10 of these TOR
- b) Architect will be the **lead consultant** for the project and shall be responsible for the co-ordination of the services of all other consultants including the distribution of information. (Members of the consortium are free to appoint any of the firm forming the consortium as lead consultant to perform the duties as prescribed).
- c) The rendering of the architect's service shall not be in isolation but as a whole with the services by all consultants and shall be delivered to the client in accordance with the terms of reference.

11.2.2 Stage 1: Inception Report and Scheme Design Drawings

- a) Establish methods for liaison, communication channels, and methods of recording, storing and receiving information.
- b) The program to be submitted to the client for comment/approval and to show breakdown of tasks for all disciplines.
- c) Appraise and report on the client's requirements with particular regard to site information, planning and statutory requirements.
- d) Finalise and review scheme design
- e) Finalise Inception report

11.2.3 Stage 2: Preliminary Design Report and Preliminary Design Drawings

- a) Submit the preliminary designs to Department of Town and Regional planning for confirmation and approval
- b) Prepare preliminary design report and preliminary design drawings for submission to SADC.
- c) Prepare and submit preliminary cost estimate
- d) Develop a coordinated design ensuring all environmental assessment Objectives are met and SADC comments have been taken into account.

- e) Formulate preliminary design report with standard of finish with outline specifications, detail structural, electrical and mechanical analysis, services proposals, updated cost estimate reconciled with the cost plan and updated program.
- f) Undertake preliminary designs

11.2.4 Stage 3: Final Design Report & Approved construction drawings & Building Permits & Tender Documentation

- a) Ensure that drawings and other documents are prepared and submitted to local or statutory authorities for approval. Planning and Building permits must be availed to SADC as a mark of accomplishment to this commissioning. These approvals are prerequisite in preparing final tender documents and specifications and must be acquired by the consortium.
- b) All disciplines to be fully coordinated to produce detailed tender documents, drawings, schedules, specifications and pre-tender estimate.
- c) Specifications shall wherever possible comply with the latest Standard Specifications for Materials and Workmanships for Building Contracts, as issued by the Government of Botswana and where possible, with other internationally acceptable standards and codes of practice for the approval of SADC
- d) To avail to SADC a set of approved and stamped drawings and other Tender documents
- e) Soft and hard copies of all the deliverables in acceptable format to be agreed upon must be availed to SADC for archiving.
- f) To avail to SADC, all the completed construction documents, namely all the construction drawings duly stamped as required by local authorities and utility organizations and Bill of Quantities, which are ready to be implemented/used by the contractors, in soft and hard copies, in a format to be agreed upon. This means at this stage all fully detailed construction drawings and any other documents like Bills of quantities and bar bending schedules must be submitted to SADC in readiness to be issued to the construction contractors for implementation.
- g) All the drawings at this stage must be fully detailed and stamped as necessary and ready to be issued to the contractor to commence construction work.

11.2.5 Stage 4: Procurement Processes to engage and award of building contractor

- a) To undertake all the procurement processes, coordinated by SADC, to the Award of building contractor

11.2.6 Stage 5: Post Contract Administration

- a) Ensure that there is regular site supervision with full consultancy team, co-ordination and co-chairing site meetings with the SADC project manager, keeping minutes, issuing minutes and agenda well before the next meeting.
- b) Ensure that as-built drawings are prepared and issued to SADC in soft and hard copies , in agreeable formats , a including calculations, reports, schedules, operational and maintenance manuals (where relevant) . Three dimensional drawings shall also be availed
- c) Ensure that the Final Account after completion of Defect Liability Period is prepared and all supplier accounts are closed.
- d) Availing soft and hard copies of all the deliverables to SADC in an accepted format to be agreed upon.
- e) Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Facilitate project close out and archiving of all the documents.
- f) Undertake general administration and supervision of the project

Provide post-contract supervision services during construction stage of the project to ensure that construction works are being executed in accordance with construction drawings and specifications. Coordinating all the works with local authorities and Utility organizations and service providers and seeking their approvals in writing. Handing over of all the services to respective local authorities and utility organizations for their eternal use and maintenance.

Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Prepare and submit as built drawings and Facilitate project close out

11.2.7 Consultancy Services Agreement

Other responsibilities as contained in the **Consultancy Services Agreement, (Appendix I)**.

11.2.8 Detailed Work Programme

The Tenderer shall as part of his tender submit a detailed programme of works in Microsoft Project 2007 or any other to be agreed upon, outlining the whole scope of the work at pre and post contract. This programme shall be consolidated into the main Consortium project programme and shall form part of the project contract

11.3 CIVIL & STRUCTURAL ENGINEERING – SPECIFIC DELIVERABLES

The main objective of this assignment is the provision of full pre and post contract civil and structural engineering consultancy services. This will involve the Design and Construction supervision of civil and structural works of the entire project. **The Civil & Structural engineer is supposed to engage the services of a Land Surveyor and Geotechnical Engineer if necessary.**

11.3.1 Stage 1: Inception Report and Scheme Design Drawings

- a) Conduct site inspection and collate data
- b) Conduct topographical survey and geotechnical investigation
- c) Prepare inception report and provide inputs to schematic designs as needed

11.3.2 Stage 2: Preliminary Design Report and Preliminary Design Drawings

- a) Undertake civil and structural engineering preliminary designs including preparation of preliminary design reports and drawings.

11.3.3 Stage 3: Final Design Report & Approved construction drawings & Building Permits & Tender Documentation

- a) Undertake civil and structural engineering final designs, prepare all reinforcements bar bending schedules, preparation of approved construction drawings, getting all approvals and building permits and finalise tender documentation.

11.3.4 Stage 4: Procurement Processes to engage and award of building contractor

- a) Undertake and participate as needed in all the procurement processes to the award of the building contractor

11.3.5 Stage 5: Post Contract Administration

Provide post-contract supervision services during construction stage of the project to ensure that construction works are being executed in accordance with construction drawings and specifications. Coordinating all the works with local authorities and Utility organizations and service providers and seeking their approvals in writing. Handing over of all the services to respective local authorities and utility organizations for their eternal use and maintenance.

Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Prepare and submit as built drawings and Facilitate project close out

11.3.6 As-Built Drawings

To produce as-built drawings, in electronic format (AutoCAD 2010 or other agreed upon) and on A1, after the **completion** of the project.

11.3.7 Consultancy Services Agreement

Other responsibilities as contained in the **Consultancy Services Agreement, (Appendix I)**.

11.3.8 Detailed Work Programme

The Tenderer shall as part of his tender submit a detailed programme of works in Microsoft Project 2007 or any other agreed upon format, outlining the whole scope of work at pre and post contract. This programme shall be consolidated into the main Consortium project programme and shall form part of the project contract.

11.3.9 Over and above the foregoing, the Civil & Structural Engineer is to deliver the following LAND SURVEYING services: The Civil & structural engineer can engage the services of a Land Surveyor on part time basis :

- **Cadastral Survey**

- a) Cadastral Survey shall be carried out in accordance with the Development Plan and beacons shall be installed as necessary.
- b) All positions of the pegs/beacons installed shall be marked with stones painted white.
- c) All clarifications on the Development Plan shall be sought from the DTRP by the Surveyor.
- d) All existing Plot beacon marker stones shall be removed.
- e) The General Plan shall be submitted for registration to the Department of Surveys and Mapping (DSM) in accordance with the Land Survey Act. It will be the responsibility of the Surveyor to ensure that the General Plan is registered.
- f) The Land Surveyor is required to produce survey diagrams for each plot.
- g) The scale to be adopted for the drawings shall be as required by the DSM.
- h) The Surveyor shall be responsible to apply for the cancellation of the existing General Plan.
- i) Any existing pegs/beacons found to be too close to the new pegs or interfering with the installation of them shall be removed.
- j) DWD or DXF Files shall be provided by the Surveyor.
- k) All coordinates for beacons shall be in the ASC II Format.
- l) All coordinates shall relate to the National Grid.

- **Topographical Survey**

- a) Levels and contours at 0.25 intervals shall be established.

- b) Positions of trees of substantial girth, rock outcrops/ kopjes and the extent of area covered by them shall be identified.
 - c) Any depressions and waterways shall be identified.
 - d) Positions of services crossing the land shall be identified.
 - e) Positions of all services such as Sewers (including Manholes), Water Supply lines, Electricity lines etc; running on and around the periphery of the land shall be identified, and due consultations with the following service authorities should be undertaken to verify and validate the existence of such services;
 - f) Water Utilities Corporation.
 - g) Botswana Power Corporation.
 - h) Local Council Authority or Council.
 - i) Positions of any structures that may have been erected on site shall be identified and described.
 - j) Concrete Markers indicating levels at various positions shall be installed on the ground. Positions of the Markers shall be such that they will not be interfered with by the developments that will take place in the land. Positions of such Markers shall be clearly marked in the drawing.
 - k) The report shall be in the form of a drawing to a scale of 1:500 or any other appropriate scale. The drawing shall also be submitted in the Electronic format, accessible by AutoCAD 2007/8. All survey points (x,y,z) shall be in the ASC II Format. The data must be in 3-D.
 - l) All coordinates and levels should relate to the National Grid.
- h) Ensuring that soil erosion and pollution risks potentially arising from the project are

11.3.10 Over and above the foregoing, the Civil & Structural Engineer is to deliver the following **GEOTECHNICAL ENGINEERING** services: The Civil & structural engineer can engage the services of a Geotechnical Engineer on part time basis:

- **Trial Pits**

The trial pits will be picked randomly within the area and they must be representative. The location and details of the trial pits in relation to the site layout should be clearly marked and identifiable. The number of trial pits to be 4no per 0.25ha (to be confirmed by the consultant)

- **Re-instatement of Trial Pits and Investigation Works**

All excavations are to be filled back and reinstated on completion of the work. All temporary works and installations and waste material are to be removed from the site.

- **Soil Profiles**

The trial pits should provide soil profiles and soil classifications at various depths for all using accepted standard methods.

- **Atterberg Limits**

Determination of Atterberg Limits and Particle Size Distribution of the in situ material.

- **Soils Collapse Potential**

Determination of Collapse Potential of each Soil Type.

- **Soils CBR**

Determination of CBR of the in situ material at 95% MOD AASHTO.

- **Consolidated Settlement**

Testing for Consolidation, and settlement, where necessary.

- **Soils Bearing Capacity**

Determination of the Bearing Capacity of the Soil using standard methods.

- **Adverse Soil Conditions**

Comments on the soil types in the different locations, special attention to be given to any adverse Soil Conditions such as expansive clays, high ground water levels, ant hills and activity of termites, rock outcrops, derelict mining activities etc.

- **Proposed Foundations**

Recommendations for Foundations to be designed for the proposed buildings.

- **Internal Roads and Pavements**

Recommendations on the use of in-situ material for earth works in Roads and Pavements.

- **General Site Geology**

Comments on the general geology of the area based on available geological maps.

- **Geotechnical & Soils Investigation Methodology**

The methodology to be adopted for the investigations and the methods to be used for the Laboratory and other testing should be described in the proposals.

The methodology should outline any specialist skills, equipment and machinery that the Tenderer will source outside of Botswana.

- **Bush Clearing & Survey Pegs**

Bush clearing should be kept at a minimum with tree cutting limited to a need be approach. Any survey pegs disturbed during the investigations shall be re-instated.

11.4 ELECTRICAL ENGINEERING – SPECIFIC DELIVERABLES

The main goal of this request for proposals is to provide both pre and post-contract electrical engineering consultancy services. This will involve the Design and Construction supervision of the entire project.

11.4.1 Electrical Services Standards

The design, installation and commissioning works shall conform to the Chartered Institute of Building Services Engineers Guide, the I.E.E. wiring regulations (latest edition) and any relevant South African and British Standard Codes of Practice.

The following are the specific objectives and tasks for the consultancy:

11.4.2 Project Services Survey

To undertake detailed surveys to enable the undertaking of detailed designs. To provide all pre and post-contract services by undertaking preliminary and detailed electrical engineering and other associated services designs and documentation.

To establish existing power supply and capacity and propose site supply and connection details. A report on this aspect to be issued at preliminary design stage.

11.4.3 High Voltage Power Supply Grid Servitude

Determine the appropriate servitude to be established, for the high power voltage power grid passing through the site, if any , and an approved site protection barrier to be determined with the Botswana Power Corporation at preliminary design stages to allow other consultants to effectively integrate the servitude design into their designs.

11.4.4 Services Design

Some of the services shall include;

- a) Existing power supply capacity and design.
- b) Proposed power supply to ensure reliability of supply.
- c) Incoming power supplies; load calculations and analysis and timely application for permanent power and its follow up with BPC until connection.
- d) Electrical sub-stations, switchboards and power distribution systems.
- e) Interior and exterior lighting installations.
- f) Flood lighting, external, security and street lightning and control.
- g) Electrical distribution systems.

- h) Automatic fire detection and alarm systems
- i) Public address and sirens as may be required.
- j) Earthing and lightning protection systems.
- k) Security and telecommunication systems and controls as may be required.
- l) Information and communication systems and security systems as required

11.4.5 Proposed & Approved Drawings

Avail proposed and approved drawings in AutoCAD 2010 or any other agreed upon, with the Authority approval letters to SADC.

11.4.6 Alternative Designs

To prepare a preliminary report, taking cognisance of the alternative solutions to the electrical, communications, data distribution, fire alarms, back-up power generation and distribution, security of the buildings.

11.4.7 Cost Effective Designs

To provide cost-effective solutions to all designs with the overall objective to contain the project costs within approved budget without compromising the quality of works.

11.4.8 Detailed Specifications

Preparation of detailed specifications, design calculations, lay out designs (hard copies and electronic vectorised format on CDs (AutoCAD 2010) and documentation for the works.

11.4.9 Design Reports

To prepare design reports inclusive of provision of PC sums (if required) to the project quantity surveyor.

All the drawings at this stage must be fully detailed and stamped as necessary and ready to be issued to the contractor to commence construction work.

11.4.10 Post Contract Project Management

Provide post-contract supervision services during construction stage of the project to ensure that construction works are being executed in accordance with construction drawings and specifications. Coordinating all the works with local authorities and Utility organizations and service providers and seeking their approvals in writing. Handing over of all the services to respective local authorities and utility organizations for their eternal use and maintenance.

Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Prepare and submit as built drawings and Facilitate project close out

11.4.11 Maintenance & Operation Manuals

Preparation maintenance and operation manuals and advise on economic running and maintenance requirements.

11.4.12 Design Drawings

Preparation, submission and approval of shop drawings, co-ordination drawings and 'as-built' drawings (hard copies and electronic copies in AutoCAD 2010).

11.4.13 Project Meetings

To attend technical and project meetings and coordinate all electrical work output on site.

11.4.14 BPC & Other Utility Authorities

To liaise with utility providers, Botswana Power Corporation, Botswana Telecommunications Corporation, Department of Information Technology and the design team and ensure services are in place in good time.

To get timely approval by the utility provider on the design and the specifications and finally handing over the services to the service providers for eternal use and maintenance.

11.4.15 Monthly Project Evaluation

Preparation of monthly evaluation for electrical works, preparation of instructions and preparation of final account on completion of the works. Avail testing and commissioning certificates to SADC.

11.4.16 Consultancy Services Agreement

Other responsibilities as contained in the **Consultancy Services Agreement, (Appendix I)**.

11.4.17 Detailed Work Programme

The Tenderer shall as part of his tender submit a detailed programme of works in Microsoft Project 2007 or other agreed format, outlining the whole scope of work at pre and post contract. This programme shall be consolidated into the main Consortium project programme and shall form part of the project contract.

Provide post-contract supervision services during construction stage of the project to ensure that construction works are being executed in accordance with construction drawings and specifications. Coordinating all the works with local authorities and Utility organizations and service providers and seeking their approvals in writing. Handing over of all the services to respective local authorities and utility organizations for their eternal use and maintenance.

Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Prepare and submit as built drawings and Facilitate project close out

11.5 MECHANICAL ENGINEERING – SPECIFIC DELIVERABLES

The main objective of this consultancy is to provide pre and post contract Mechanical Engineering consultancy services. The following are some of the objectives and tasks of the consultancy;

11.5.1 Pre Contract Responsibilities : Design of Building Services

- a) Design of air conditioning and ventilation systems complete, including controls. (if requested by Client)
- b) Design of cold and hot water distribution systems and all above ground waste and sanitary pipe work systems within the building i.e. all building services.
- c) Design of fire protection systems (hose reels, wet & dry risers and sprinkler system) including controls.
- d) Design of any other mechanical system as requested by SADC and/or spelt out in the request for proposals document.
- e) All the drawings at this stage must be fully detailed and stamped as necessary and ready to be issued to the contractor to commence construction work.
 - a. Getting all the approvals and permits from local authorities and utility organizations.

11.5.2 Post Contract Responsibilities : Construction Supervision

The design, installation and commissioning works shall conform to the Chartered Institute of Building Services Engineers Guide and any relevant South African and British Standard Codes of Practice.

The consultant will also provide the following services:

- a) Preparation of maintenance manuals and advice on economic running and maintenance requirements for the works listed above.
- b) Preparation of specifications, layout drawings and documentation for the works.
- c) Preparation of shop drawings, co-ordination drawings and 'As-built' drawings.
- d) To report on the progress, design process and to inspect the construction of the works.
- e) To prepare cost and progress reports. To prepare monthly valuations for mechanical works and final account on completion of the works
- f) To ensure works are carried out in accordance with contract documents. To attend monthly site and coordination meetings.
- g) Dispute resolution: The mechanical consultant shall avail themselves as expert witnesses and shall provide all information to resolving any dispute arising from the mechanical works sub contract.

- h) Coordinating all the works with local authorities, utility organizations and service providers and seek their approvals and finally handing over the deliverables to utility organizations and local authorities for their eternal use and maintenance.
- i) Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Facilitate project close out.

11.5.3 Consultancy Services Agreement

Notwithstanding all the above, the scope of services to be provided by the Consulting Mechanical Engineer shall encompass those stated in the Consultancy Services Agreement.

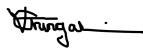
11.5.4 Detailed Work Programme

The Tenderer shall as part of his tender submit a detailed programme of works in Microsoft Project 2007 or other agreed upon format, outlining the whole scope of work at pre and post contract. This programme shall be consolidated into the main Consortium project programme and shall form part of the project contract.

Provide post-contract supervision services during construction stage of the project to ensure that construction works are being executed in accordance with construction drawings and specifications. Coordinating all the works with local authorities and Utility organizations and service providers and seeking their approvals in writing. Handing over of all the services to respective local authorities and utility organizations for their eternal use and maintenance.

Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Prepare and submit as built drawings and Facilitate project close out

.



Veronica Zulu Chingalawa

Ag. Senior Officer Procurement

VOLUME 1: PART 2 - RETURNABLE TENDER INFORMATION

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ANNEXURE - 1

12 TECHNICAL PROPOSAL SUBMISSION FORM

_____ / _____ / 2021 [Date]

The Executive Secretary,
Southern African Development Community
Plot 54385 CBD
P / BAG 0095
Gaborone, Botswana

Dear Sir/madam,

We, the undersigned, offer to provide the Pre and Post contract consultancy services (Consortium Services) for the Construction of a museum in honour of SADC founders at the SADC Headquarters , Gaborone , Botswana , **Tender Number SADC / MSM CONST / 01**, in accordance with your request for Proposals and Terms of Reference and our attached proposal, submitted herewith. Our submission includes both a Technical and a Financial proposal.

Should we be selected to provide the above services, we undertake to operate on the basis of the proposed staff. Our proposal is binding upon us and subject to modifications resulting from your requirements.

We confirm that the information submitted in our proposal is correct and agree that our tender be disqualified should it be found to contain false information.

We understand that you are not bound to accept any tender neither are you bound to give reasons.

Yours sincerely

Date:

[Signature of authorized representative of
the consortium]

[Day/Month/Year]

[Print full name of authorized representative of the consortium]

Name of Lead Consultant:

Address:

Lead Consultant Company
Stamp

ANNEXURE – 2

13 FINANCIAL PROPOSAL SUBMISSION FORM

____ / ____ / 2021 [Date]

The Executive Secretary
Southern African Development Community
Plot 54385 CBD
P / BAG 0095
GABORONE, BOTSWANA
Dear Sir/madam

We, the undersigned, offer to provide the Pre and Post contract Consortium Consultancy services for the Construction of a museum in honour of SADC founders at the SADC Headquarters , Gaborone , Botswana , **Tender SADC / MSM CONST / 01** in accordance with your request for Proposals and Terms of Reference, and our proposal submitted herewith. Our submission includes both Technical and Financial Proposal and the relevant copies .

Our Financial Proposal is for **Fixed** Lump Sum Fees as indicated on the following page and for which a breakdown is given. Our fees shall remain unchanged for the stated scope of works irrespective of the actual contract sum. We understand and agree that payment terms are in accordance to clause 5.8.3 of these Terms of Reference. Notwithstanding anything contained in the foregoing, we understand and agree that, the Client is not bound to accept any tender or to incur any expense related to the Tenderer's preparation thereof.

Yours sincerely

Date:

[Signature of authorized representative of the consortium]

[Day/Month/Year]

[Print full name of authorized representative of the consortium]

Name of Lead Consultant:

Address:

Lead Consultant Company
Stamp

FINANCIAL SUMMARY APPENDICES – PRE & POST CONTRACT CONSORTIUM CONSULTANCY SERVICES – APPENDIX F

14.1 FINANCIAL PROPOSAL SUMMARY – PRE CONTRACT

14.1.1 Consortium Pre-Contract Financial Summary - APPENDIX F0

Consortium total pre-contract fees - Appendix F0

Table 14.1.1

STAGE	AMOUNT (USD)	%AGE OF f*
a) Inception report and scheme design less 5% retention : Stage 1 of Clause 10 of these TOR		
b) Preliminary design reports and preliminary design drawings less 5% retention : Stage 2 of Clause 10 of these TOR		
c) Final design report & approved construction drawings & building permits & all tender documentation less 5% retention : Stage 3 of clause 10 of these TOR		
d) Procurement processes to engage and award the building contractors less 5% retention : Stage 4 of Clause 10 of these TOR		
e) Retention (5%) (5% of sum of a to d) to be released on Completion of the pre contract defects liability period		
f) SUBTOTAL - A (sum a. to e.)		
g) Add VAT @ 14% (14% of f.)		
h) Total Pre-Contract Fees (sum f. & g.)		
i) Estimated Reimbursable Expenses. Sum of all firms. (attach detailed breakdown).		
j) Total Pre-Contract Fee (sum of f & i) as a percentage of the Estimated Pre Contract consultancy cost.		
Name of Lead Firm:		
Stamp:		

14.1.2 **Architecture - APPENDIX F1**

Financial Proposal data sheet – Pre-Contract Services

Architectural - **Appendix F1**

Table 14.1.2

STAGE	AMOUNT (USD)	%AGE OF f*
a) Inception report and scheme design less 5% retention : Stage 1 of Clause 10 of these TOR		
b) Preliminary design reports and preliminary design drawings less 5% retention : Stage 2 of Clause 10 of these TOR		
c) Final design report & approved construction drawings & building permits & all tender documentation less 5% retention : Stage 3 of clause 10 of these TOR		
d) Procurement processes to engage and award the building contractors less 5% retention : Stage 4 of Clause 10 of these TOR		
e) Retention (5%) (5% of sum of a to d) to be released on Completion of the pre t contract defects liability period		
f) SUBTOTAL - A (sum a. to e.)		
g) Add VAT @ 14% (14% of f.)		
h) Total Pre-Contract Fees (sum f. & g.)		
i) Estimated Reimbursable Expenses (attach detailed breakdown)		
j) Total Pre-Contract Fee (sum of f & i) as a percentage of the Estimated Pre Contract consultancy cost.		
Name of Firm:		
Stamp:		

14.1.3 Civil & Structural Engineering - APPENDIX F2

Financial Proposal data sheet – Pre-Contract Services

Civil and Structural Engineering - **Appendix F2**

Table 14.1.3

STAGE	AMOUNT (USD)	%AGE OF f*
a) Inception report and scheme design less 5% retention : Stage 1 of Clause 10 of these TOR		
b) Preliminary design reports and preliminary design drawings less 5% retention : Stage 2 of Clause 10 of these TOR		
c) Final design report & approved construction drawings & building permits & all tender documentation less 5% retention : Stage 3 of clause 10 of these TOR		
d) Procurement processes to engage and award the building contractors less 5% retention : Stage 4 of Clause 10 of these TOR		
e) Retention (5%) (5% of sum of a to d) to be released on Completion of the pre contract defects liability period		
f) SUBTOTAL - A (sum a. to e.)		
g) Add VAT @ 14% (14% of f.)		
h) Total Pre-Contract Fees (sum f. & g.)		
i) Estimated Reimbursable Expenses (attach detailed breakdown)		
j) Total Pre-Contract Fee (sum of f & i) as a percentage of the Estimated Pre Contract consultancy cost.		
Name of Firm:		
Stamp:		

14.1.4 **Electrical Engineering - APPENDIX F3**

Financial Proposal data sheet – Pre-Contract Services

Electrical Engineering - Appendix F3

Table 14.1.4

STAGE	AMOUNT (USD)	%AGE OF f*
a) Inception report and scheme design less 5% retention : Stage 1 of Clause 10 of these TOR		
b) Preliminary design reports and preliminary design drawings less 5% retention : Stage 2 of Clause 10 of these TOR		
c) Final design report & approved construction drawings & building permits & all tender documentation less 5% retention : Stage 3 of clause 10 of these TOR		
d) Procurement processes to engage and award the building contractors less 5% retention : Stage 4 of Clause 10 of these TOR		
e) Retention (5%) (5% of sum of a to d) to be released on Completion of the pre contract defects liability period		
f) SUBTOTAL - A (sum a. to e.)		
g) Add VAT @ 14% (14% of f.)		
h) Total Pre-Contract Fees (sum f. & g.)		
i) Estimated Reimbursable Expenses (attach detailed breakdown)		
j) Total Pre-Contract Fee (sum of f & i) as a percentage of the Estimated Pre Contract consultancy cost.		
Name of Firm:		
Stamp:		

14.1.5 Mechanical Engineering - APPENDIX F4

Financial Proposal data sheet – Pre-Contract Services

Mechanical Engineering - Appendix F4

Table 14.1.5

STAGE	AMOUNT (USD)	%AGE OF f*
a) Inception report and scheme design less 5% retention : Stage 1 of Clause 10 of these TOR		
b) Preliminary design reports and preliminary design drawings less 5% retention : Stage 2 of Clause 10 of these TOR		
c) Final design report & approved construction drawings & building permits & all tender documentation less 5% retention : Stage 3 of clause 10 of these TOR		
d) Procurement processes to engage and award the building contractors less 5% retention : Stage 4 of Clause 10 of these TOR		
e) Retention (5%) (5% of sum of a to d) to be released on Completion of the post contract defects liability period		
f) SUBTOTAL - A (sum a. to e.)		
g) Add VAT @ 14% (14% of f.)		
h) Total Pre-Contract Fees (sum f. & g.)		
i) Estimated Reimbursable Expenses (attach detailed breakdown)		
j) Total Pre-Contract Fee (sum of f & i) as a percentage of the Estimated Pre Contract consultancy cost.		
Name of Firm:		
Stamp:		

14.2 APPENDICES – FINANCIAL PROPOSAL SUMMARY – POST CONTRACT

14.2.1 Consortium Post Contract Financial Summary - APPENDIX F5

Consortium total post-contract fees - **Appendix F5**

Table 14.2.1

STAGE	AMOUNT (USD)	%AGE OF d)
a) Construction Supervision less 5% Retention Stage 5 of Clause 10 of these TOR ($\leq 85\%$ of d.)		
b) Close Out Stage less 5% retention Stage 6 of clause 10 of these TOR ($\leq 15\%$ of d.)		
c) Retention (5%) (5% of sum of a to b) to be released at the end of post contract defects liability period and submission of close out report		
d) SUBTOTAL - A (sum a. to c.)		
e) Add VAT @ 14% (14% of d.)		
f) Total Post-Contract Fees (sum of d & e.)		
g) Estimated Reimbursable Expenses (Sum of all disciplines). Attach detailed breakdown		
h) Post Contract Fees + Disbursements (sum of f & g)		
i) Total Post-Contract Fee (sum of d & g) as a percentage of the Estimated post Contract consultancy cost		
Name of Lead Firm:		
Stamp:		

14.2.2 **ARCHITECTURE APPENDIX F6**

Financial Proposal data sheet – Post-Contract Services

Architectural total post-contract fees - **Appendix F6**

Table 14.2.2

STAGE	AMOUNT (USD)	%AGE OF d)
a) Construction Supervision less 5% Retention Stage 5 of Clause 10 of these TOR ($\leq 85\%$ of d.)		
b) Close out Stage less 5% retention Stage 6 of clause 10 of these TOR ($\leq 15\%$ of d.)		
c) Retention (5%) (5% of sum of a to b) to be released at the end of post contract defects liability period and submission of close out report		
d) SUBTOTAL - A (sum a. to c.)		
e) Add VAT @ 14% (14% of d.)		
f) Total Post-Contract Fees (sum of d & e.)		
g) Estimated Reimbursable Expenses. Attach detailed breakdown		
h) Post Contract Fees + Disbursements (sum of f & g)		
i) Total Post-Contract Fee (sum of d & g) as a percentage of the Estimated post Contract consultancy cost		
Name of Firm:		
Stamp:		

14.2.3 Civil & Structural Engineering - APPENDIX F7

Financial Proposal data sheet – Post-Contract Services

Civil & Structural Engineering total post-contract fees - **Appendix 7**

Table 14.2.3

STAGE	AMOUNT (USD)	%AGE OF d)
a) Construction Supervision less 5% Retention Stage 5 of Clause 10 of these TOR ($\leq 85\%$ of d.)		
b) Close out Stage less 5% retention Stage 6 of clause 10 of these TOR ($\leq 15\%$ of d.)		
c) Retention (5%) (5% of sum of a to b) to be released at the end of post contract defects liability period and submission of close out report		
d) SUBTOTAL - A (sum a. to c.)		
e) Add VAT @ 14% (14% of d.)		
f) Total Post-Contract Fees (sum of d & e.)		
g) Estimated Reimbursable Expenses. Attach detailed breakdown		
h) Post Contract Fees + Disbursements (sum of f & g)		
i) Total Post-Contract Fee (sum of d & g) as a percentage of the Estimated post Contract consultancy cost		
Name of Firm:		
Stamp:		

14.2.4 Electrical Engineering - APPENDIX F8

Financial Proposal data sheet – Post-Contract Services

Electrical Engineering total post-contract fees - **Appendix F8**

Table 14.2.4

STAGE	AMOUNT (USD)	%AGE OF d)
a) Construction Supervision less 5% Retention Stage 5 of Clause 10 of these TOR ($\leq 85\%$ of d.)		
b) Close out Stage less 5% retention Stage 6 of clause 10 of these TOR ($\leq 15\%$ of d.)		
c) Retention (5%) (5% of sum of a to b) to be released at the end of post contract defects liability period and submission of close out report		
d) SUBTOTAL - A (sum a. to c.)		
e) Add VAT @ 14% (14% of d.)		
f) Total Post-Contract Fees (sum of d & e.)		
g) Estimated Reimbursable Expenses. Attach detailed breakdown		
h) Post Contract Fees + Disbursements (sum of f & g)		
i) Total Post-Contract Fee (sum of d & g) as a percentage of the Estimated post Contract consultancy cost		
Name of Firm:		
Stamp:		

14.2.5 **Mechanical Engineering - APPENDIX F9**

Financial Proposal data sheet – Post-Contract Services

Mechanical Engineering total post-contract fees - **Appendix F9**

Table 14.2.5

STAGE	AMOUNT (USD)	%AGE OF d)
a) Construction Supervision less 5% Retention Stage 5 of Clause 10 of these TOR ($\leq 85\%$ of d.)		
b) Close out Stage less 5% retention Stage 6 of clause 10 of these TOR ($\leq 15\%$ of d.)		
c) Retention (5%) (5% of sum of a to b) to be released at the end of post contract defects liability period and submission of close out report		
d) SUBTOTAL - A (sum a. to c.)		
e) Add VAT @ 14% (14% of d.)		
f) Total Post-Contract Fees (sum of d & e.)		
g) Estimated Reimbursable Expenses. Attach detailed breakdown		
h) Post Contract Fees + Disbursements (sum of f & g)		
i) Total Post-Contract Fee (sum of d & g) as a percentage of the Estimated post Contract consultancy cost		
Name of Firm:		
Stamp:		

15 APPENDIX G1: FINANCIAL PROPOSAL DATA SHEET – MAXIMUM HOURLY RATES (INCLUSIVE OF VAT)

Table 15.1

Item	Description (Refer to table 9.4)	Max. Hourly Rate (USD)
a)	Lead Consultant	
b)	Project Architect	
c)	Project Civil & Structural Engineer	
d)	Project Electrical & Mechanical Engineer	
e)	Support Staff (Specify)	

Name of Lead Firm

Stamp:

**16 APPENDIX G2: FINANCIAL PROPOSAL DATA SHEET – DISBURSEMENTS
(INCLUSIVE OF VAT)**

Table 16.1

Item	Description	Qty	Rate (USD)	Amount
a)				
b)				
c)				
d)				
e)				
f)				
g)				
h)				
i)				
Total Disbursements				
VAT @ 14%				
Total Disbursements + VAT				

Name of Firm

Stamp:

17 APPENDIX H

17.1 DOCUMENT OF FORMATION / CONSORTIUM AGREEMENT

[Between Lead Consultant & each member of the consortium]

IDENTITY OF PROJECT:

IDENTITY OF CONTRACTING PARTIES

This agreement is hereby entered into by and between:

Practice A:

[Lead Consultant]

Of (Address):

And

Practice [B,C,D or E]:

[Member of the Consortium]

Of (Address):

which hereby forms the consortium designated as:

REPRESENTATION

The following persons have been identified to represent the two parties:

Practice A:

Practice [B,C,D or E]:

DEFINING RESPONSIBILITIES

Practice [B,C,D or E] will provide support to **Practice A** in the following discipline:

TEAM LEADER

The project team leader is recorded as:

PROFESSIONAL INDEMNITY INSURANCE - Practice [B,C,D or E]

The insurance policy shall provide for:

Claims of up to: USD

And a deductible of: USD

The **Professional Indemnity Insurance** is issued by:

INCOME SHARING FORMULA

The ratio for proportional distribution of income shall be:

Practice A: As proposed in the Financial Proposal

Practice [B,C,D or E]: As proposed in the Financial Proposal

AUDITORS [if applicable]

The Auditors to be appointed shall be:

DISPUTE RESOLUTION:

Disputes are to be referred to the following persons and/or firms:

Financial issues:

Legal issues:

Expert: (to determine the kind of dispute):

LIABILITIES

Both firms shall be jointly and severally liable to SADC for the performance of the contract.

SIGNATURE OF CONTRACTING PARTIES

Thus done and signed at:

on: (dd/mm/yy)

For Practice A:

[Signature]

Name in block letters

Capacity:

who warrants his/ her authority so to sign.

Witness:

Name

Signature

For Practice [B,C,D or E]:

[Signature]

Name in block letters:

Capacity:

Who warrants his/her authority so to sign.

Witness:

Name

Signature

18. APPENDIX I

SWORN STATEMENT¹

TO BE SUBMITTED ON THE HEADED NOTEPAPER OF THE LEGAL ENTITY CONCERNED

<DATE>

TO: SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) SECRETARIAT

CBD PLOT 54385

GABORONE, BOTSWANA

YOUR REF: < PUBLICATION REFERENCE >

DEAR SIR/MADAM

IN RESPONSE TO YOUR PREQUALIFICATION NOTICE < PUBLICATION REFERENCE >, WE, < NAME(S) OF LEGAL ENTITY OR ENTITIES>,

HEREBY DECLARE THAT WE DO NOT FALL INTO ANY OF THE FOLLOWING SITUATIONS:

- **BEING BEING BANKRUPT OR WOUND UP, ARE HAVING OUR AFFAIRS ADMINISTERED BY THE COURTS, HAVE ENTERED INTO ARRANGEMENTS WITH CREDITORS, HAVE SUSPENDED BUSINESS ACTIVITIES, ARE BEING SUBJECT OF PROCEEDINGS CONCERNING THOSE MATTERS, OR ARE BEING IN ANY SIMILAR SITUATIONS ARISING FROM A SIMILAR PROCEDURES PROVIDED FOR IN THE NATIONAL LEGISLATION OR REGULATIONS OF THE SADC MEMBER STATES.**
- **HAVE BEEN CONVICTED OF OFFENCES CONCERNING OUR PROFESSIONAL CONDUCT BY A JUDGMENT, WHICH HAS THE FORCE OF RES JUDICATA; (I.E. AGAINST WHICH NO APPEAL IS POSSIBLE).**
- **HAVE BEEN DECLARED GUILTY OF GRAVE PROFESSIONAL MISCONDUCT PROVEN BY ANY MEANS WHICH PROCURING ENTITY CAN JUSTIFY.**

¹ The sworn / solemn statement (affidavit) made by the interested party in front of a judicial or administrative authority, a notary, or a qualified professional body in its country of origin or provenance to demonstrate the compliance with the Eligibility Requirement 1.1 reference to Clause ITA 4 and Eligibility Requirements 1.2, 1.3, 1.4, 1.6 and 1.7 reference to Clause ITA 5.3 (a), (b), (c), (e) and (f).

- **HAVE BEEN THE SUBJECT OF A JUDGMENT WHICH HAS THE FORCE OF RES JUDICATA FOR FRAUD, CORRUPTION, INVOLVEMENT IN A CRIMINAL ORGANISATION OR ANY OTHER ILLEGAL ACTIVITY DETRIMENTAL TO THE PROCURING ENTITY' FINANCIAL INTERESTS.**
- **ARE BEING CURRENTLY SUBJECT TO AN ADMINISTRATIVE PENALTY.**

WE FURTHER DECLARE THAT IN CASE WE GET SHORTLISTED WE WILL PROVIDE NECESSARY SUPPORTING DOCUMENTS THAT WILL PROVE THAT WE DO NOT FALL INTO ANY OF THE ABOVE SITUATIONS.

SIGNATURE OF THE APPLICANT

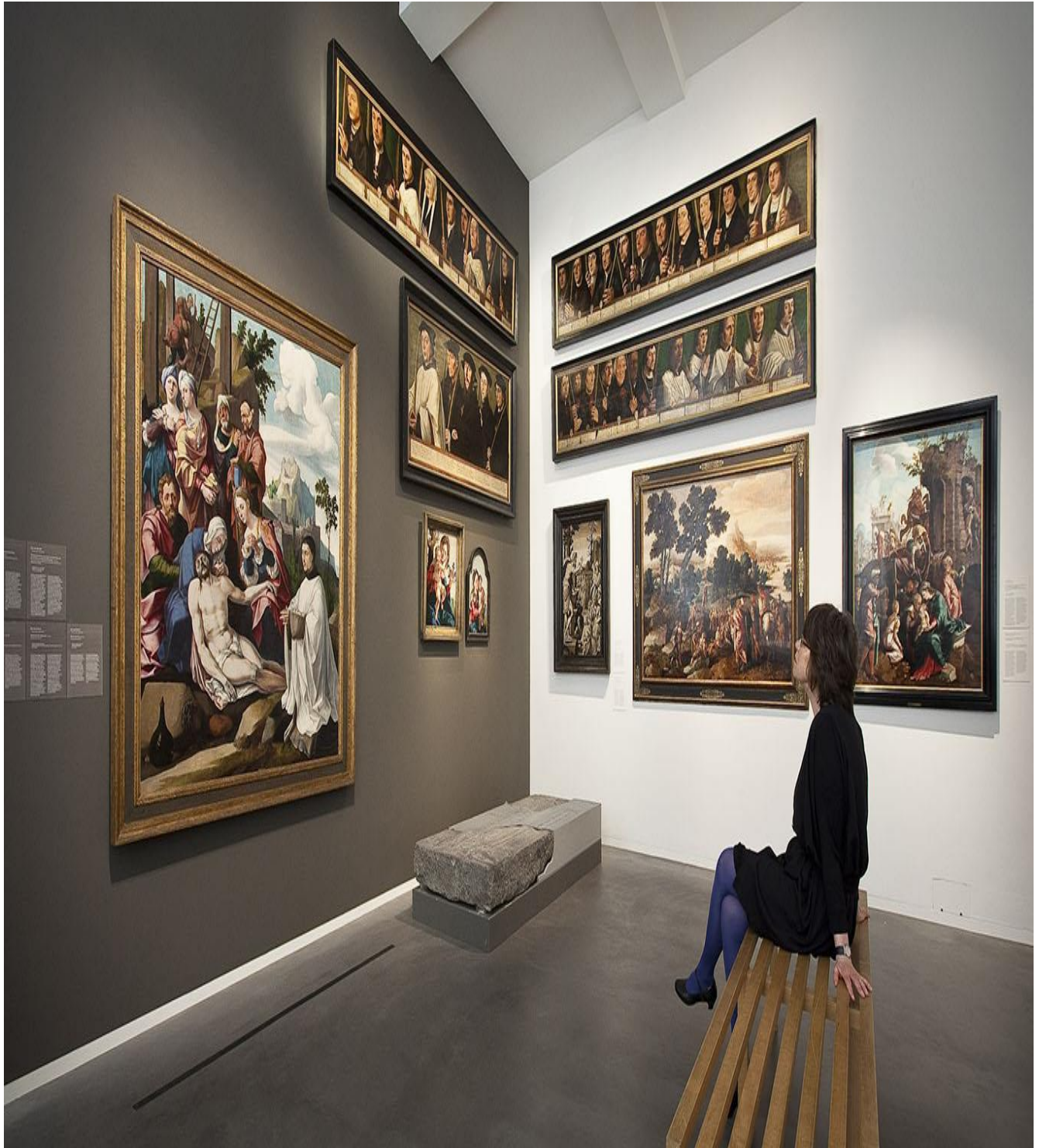
SIGNATURE OF COMPETENT AUTHORITY (SEE FOOTNOTE

END of ToR •

SAMPLE PHOTOS











VOLUME 2: PRE CONTRACT CONSULTANCY SERVICE AGREEMENT

SAMPLE ONLY TO BE SIGNED BY THE WINNING BIDDER ONLY

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**STANDARD CONTRACT FOR CONSULTING
SERVICES**

**CONTRACT FOR PRE CONTRACT CONSULTANCY
SERVICES**

**FOR
THE CONSTRUCTION OF A MUSEUM IN HONOUR
OF SADC FOUNDERS AT THE SADC
HEADQUARTERS, GABORONE, BOTSWANA.**

CONTRACT NUMBER: SADC / MSM CONST /2021 / 01

BETWEEN

**SADC SECRETARIAT
("THE CONTRACTING AUTHORITY")**

AND

("THE CONTRACTOR")

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II. GENERAL CONDITIONS OF CONTRACT ERROR! BOOKMARK NOT DEFINED.

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Tender Terms of Reference – Consultancy Services for the Construction of SADC Museum

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8.2	DISPUTE RESOLUTION	ERROR! BOOKMARK NOT DEFINED.

III. SPECIAL CONDITIONS OF CONTRACT **ERROR! BOOKMARK NOT DEFINED.**

IV. APPENDICES **ERROR! BOOKMARK NOT DEFINED.**

Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made this the _____ day of the month of _____ **2021** between, on the one hand, **SADC Secretariat** (hereinafter called the “Contracting Authority”) and, on the other hand, _____ (hereinafter called the “Contractor”).

WHEREAS

- (a) the Contracting Authority wishes to have the Contractor engaged to perform the Services hereinafter referred to;
- and
- (c) the Contractor, having demonstrated to the Contracting Authority that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereby agree as follows:

1.1 The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

- Appendix A: Terms of Reference
- Appendix B: Technical Proposal
- Appendix C: Financial Proposal

2. The mutual rights and obligations of the Contracting Authority and the Contractor shall be as set forth in the Contract, in particular:

- (a) the Contractor shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Contracting Authority shall make payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *SADC Secretariat*

Name:

Title: Executive Secretary

Date:

Place:

For and on behalf of _____

Name:

Title:

Date:

Place:

GENERAL CONDITIONS OF CONTRACT

General Provisions

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Contracting Authority and the Contractor. The Contractor, subject to this Contract, has complete charge of his/her Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent to such Party at the address **specified in the SC**.

1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address **specified in the SC**.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Contracting Authority's country or elsewhere, as the Contracting Authority may approve.

1.8 Authority of Member in Charge

In case the Contractor consists of a joint venture/consortium/association of more than one entity, the Members hereby authorise the entity **specified in the SC** to act on their behalf in exercising all the Contractor's rights and obligations towards the Contracting Authority under this Contract, including without limitation the receiving of instructions and payments from the Contracting

Authority.

1.9 Authorized Representatives

- 1.9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Contracting Authority or the Contractor may be taken or executed by the officials **specified in the SC.**
- 1.9.2. The Contracting Authority's authorised representative shall be called Task Manager. The Task Manager may exercise the authority attributable to him/her **as specified in the SC.**
- 1.9.3. The Task Manager shall have no authority to amend the Contract.
- 1.9.4. The Contractor's authorised representative shall be called Project Director and he/she may exercise the authority attributable to him/her **as specified in the SC.**
- 1.9.5. Either Party shall promptly inform the other of any change of their authorised representative or of any change to the authority attributed to their authorised representative.

1.10 Taxes and Duties

The Contractor, its Sub-Contractors and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law **as specified in the SC.**

1.11 Fraud and Corruption

If the Contracting Authority determines that the Contractor and/or its Sub-Contractors have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Contracting Authority may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.9.1(d).

Should any personnel of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.5

1.11.1 Definitions

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of that party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a SADC Secretariat investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the SADC Secretariat’s inspection and audit rights provided for under Clause 3.6.

² “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes SADC Secretariat staff and employees of other organizations taking or reviewing procurement decisions.

³ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁴ “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁵ A “party” refers to a participant in the selection process or contract execution.

2. Commencement, Completion, Modification and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into force and effect on the date (the “Effective Date”) **specified in the SC.**
- 2.2 Termination of Contract for Failure to Become Effective** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as **specified in the SC**, either Party may, by not less than fourteen (14) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 Commencement of Services** The Contractor shall begin carrying out the Services not later than the number of days after the Effective Date **specified in the SC.**
- 2.4 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as **specified in the SC.**
- 2.5 Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications, or Variations**
- 2.6.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.6.2. Substantial modifications to the contract, including modifications of the General or Special Conditions of the contract, changes in the scope or the duration of the contract, to the total contract amount and replacement of Key Experts, must be made by means of an addendum. If the request for an amendment comes from the Contractor, the latter must submit such a request to the Contracting Authority at least 15 days before the amendment is intended to enter into force, except in cases which are duly substantiated by the Contractor and accepted by the Contracting Authority.

2.6.3. However, where the amendment does not affect the basic purpose of the contract and, for a time based contract, the financial impact is limited to a transfer within the remuneration or between the remuneration and the provision for reimbursable expenses involving a variation of less than 15% of the original amount (or as modified by addendum) for the categories of expense where the money was taken from, the Task Manager shall have the power to order any variation to any part of the services necessary for the proper implementation of the tasks, without changing the object or scope of the contract. Such variations may include additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timing of performance of the services, changes in contact details and reporting requirements.

2.6.4. Prior to any administrative order for variation, the Task Manager shall notify the Contractor of the nature and form of such variation. As soon as possible, after receiving such notice, the Contractor shall submit to the Task Manager a written proposal containing:

- (a) a description of the service to be performed or the measures to be taken and a programme for implementation of the tasks; and
- (b) any necessary modifications to the programme of implementation of the tasks or to any of the Contractor's obligations under the contract; and
- (c) for a time based contract, any adjustment to the contract value in accordance with the following principles:
 - (i) where the task is of similar character and executed under similar conditions to an item priced in the budget breakdown, the equivalent numbers of working days shall be valued at the fee rates contained therein;
 - (ii) where the task is not of a similar character or is not executed under similar conditions, the fee rates in the contract shall be applied to the estimated numbers of working days so far as is reasonable, failing which, a fair estimation shall be made by the Task Manager;
- (3) where a variation is necessitated by a default or breach of contract by the Contractor, any additional cost attributable to such variation shall

be borne by the Contractor.

- 2.6.5. Following the receipt of the Contractor's proposal, the Task Manager shall decide as soon as possible whether or not the variation shall be carried out. If the Task Manager decides that the variation shall be carried out he/she shall issue the administrative order stating that the variation shall be carried out under the conditions given in the Contractor's proposal or as modified by the Task Manager in accordance with or pursuant to Clause GC 2.6.4.
- 2.6.6. On receipt of the administrative order requesting the variation, the Contractor shall proceed to carry out the variation and be bound by these General Conditions in so doing as if such variation were stated in the contract.
- 2.6.7. No amendment shall be made retroactively except in cases which are duly substantiated by the Contractor and accepted by the Contracting Authority.
- 2.6.8. Any change to the contract which has not been made in the form of an administrative order or an addendum or in accordance with this Clause shall be considered null and void.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Contracting Authority agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or

failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or a default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Contracting Authority, shall either:
 - (i) demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Contracting Authority, in reactivating the Services; or
 - (ii) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled in accordance with Clause GC 8.

2.8 Suspension

The Contracting Authority may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Contractor of such notice of suspension.

2.9 Termination

2.9.1 By the Contracting Authority

The Contracting Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the Contracting Authority shall give a not less than fifteen (15) days' written notice of termination to the Contractor, and fifteen (15) days' also in case of the event referred to in (g).

- (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 above herein, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Contracting Authority may have subsequently approved in writing.
- (b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Contractor, in the judgment of the Contracting Authority, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Contractor submits to the Contracting Authority a false statement which has a material effect on the rights, obligations or interests of the Contracting Authority.
- (f) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than fifteen (15) days.
- (g) If the Contracting Authority, in its sole discretion and for any

reason whatsoever, decides to terminate this Contract.

2.9.2 By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) days' written notice to the Contracting Authority, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the Contracting Authority fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.
- (b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than fifteen (15) days.
- (c) If the Contracting Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the Contracting Authority is in material breach of its obligations pursuant to this Contract and has not remedied the same within fifteen (15) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Contracting Authority of the Contractor's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Contractor's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractor and equipment and materials furnished by the Contracting Authority, the Contractor shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

- 2.9.5 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Contracting Authority shall make the following payments to the Contractor:
- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
 - (b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of travel of the Personnel.
- 2.9.6 Disputes about Events of Termination** If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within fourteen (14) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Contractor

3.1 General

- 3.1.1 *Standard of Performance*** The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Contracting Authority, and shall at all times support and safeguard the Contracting Authority's legitimate interests in any dealings with Sub-Contractors or Third Parties.
- 3.1.2 Law Governing Services** The Contractor shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Contractor, as well as the Personnel of the Contractor and Sub-Contractor, comply with the Applicable Law. The Contracting Authority shall notify the Contractor in writing of relevant local customs, and the Contractor shall, after such notification, respect such

customs.

3.2 Conflict of Interests

The Contractor shall hold the Contracting Authority's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Contractor Not to Benefit from Commissions, Discounts, etc.

- (a) The payment of the Contractor pursuant to Clause GC 6 hereof shall constitute the Contractor's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any Sub-Contractors, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Contractor, as part of the Services, has the responsibility of advising the Contracting Authority on the procurement of goods, works or services, the Contractor shall comply with the SADC Secretariat's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Contracting Authority. Any discounts or commissions obtained by the Contractor in the exercise of such procurement responsibility shall be for the account of the Contracting Authority.

3.2.2 Contractor and Affiliates Not to Engage in Certain Activities

The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and any entity affiliated with the Contractor, as well as any Sub-Contractor and any entity affiliated with such Sub-Contractors, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Contractor's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Contractor shall not engage, and shall cause their Personnel as well as their Sub-Contractors and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the Contracting Authority, the Contractor and their Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of providing the Services, nor shall the Contractor and their Personnel make public the recommendations formulated in the course of, or as a result of, the provision of the Services.

3.4 Liability of the Contractor

Subject to additional provisions, if any, set forth in the SC, the Contractors' liability under this Contract shall be provided by the Applicable Law.

3.5 Insurance to be Taken out by the Contractor

The Contractor (i) shall take out and maintain, and shall cause any Sub-Contractor to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost but on terms and conditions approved by the Contracting Authority, insurance against the risks, and for the coverages specified in the SC, and (ii) at the Contracting Authority's request, shall provide evidence to the Contracting Authority showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Contractor shall permit the SADC Secretariat and/or persons appointed by the SADC Secretariat to inspect its accounts and records as well as those of its Sub-Contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the SADC Secretariat if required by the SADC Secretariat. The Contractor's attention is drawn to Clause 1.11.1 which provides, inter alia, that acts intended to materially impede the exercise of the SADC Secretariat's inspection and audit rights provided for under Clause 3.6 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Contractor Guidelines).

**3.7 Contractor's
Actions
Requiring
Contracting
Authority's
Prior Approval**

The Contractor shall obtain the Contracting Authority's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix B.
- (b) Subcontracts: the Contractor may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Contracting Authority. Notwithstanding such approval, the Contractor shall retain full responsibility for the Services. In the event that any Sub-Contractors are found by the Contracting Authority to be incompetent or incapable in discharging assigned duties, the Contracting Authority may request the Contractor to provide a replacement, with qualifications and experience acceptable to the Contracting Authority, or to resume the performance of the Services itself.
- (c) Any other action that may be specified **in the SC**.

**3.8 Reporting
Obligations**

The Contractor shall submit to the Contracting Authority the reports and documents specified in Appendix A hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.9 Documents
Prepared by
the Contractor
to be the
Property of the
Contracting
Authority**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Contractor for the Contracting Authority under this Contract shall become and remain the property of the Contracting Authority, and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Contracting Authority, together with a detailed inventory thereof. The Contractor may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Contracting Authority. If license agreements are necessary or appropriate between the Contractor and third parties for purposes of development of any such computer programs, the Contractor shall obtain the Contracting Authority's prior written approval to such agreements, and the Contracting Authority shall be entitled, at its discretion, to require recovery of its expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, **shall be specified in the SC**.

3.10 Equipment, Vehicles and Materials Furnished by the Contracting Authority

Equipment, vehicles and materials made available to the Contractor by the Contracting Authority, or purchased by the Contractor wholly or partly with funds provided by the Contracting Authority, shall be the property of the Contracting Authority and shall be marked accordingly. Upon termination or expiration of this Contract, the Contractor shall make available to the Contracting Authority an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Contracting Authority's instructions. While in possession of such equipment, vehicles and materials, the Contractor, unless otherwise instructed by the Contracting Authority in writing, shall insure them at the expense of the Contracting Authority in an amount equal to their full replacement value.

3.11 Equipment and Materials Provided by the Contractors

Equipment or materials brought into the Contracting Authority's country by the Contractor and the Personnel and used either for the Project or personal use shall remain the property of the Contractor or the Personnel concerned, as applicable, on the condition that it is not bought with funds provided by the Contracting Authority (see 3.10 above).

4. Contractors' Personnel and Sub-Contractors

4.1 General

The Contractor shall employ and provide such qualified and experienced Personnel and Sub-Contractors as are required to carry out the Services.

4.2 Description of Personnel

- (a) The title, agreed job description, minimum qualification and estimated period of engagement for carrying out the Services by each of the Contractor's Key Personnel are described in Appendix B. If any of the Key Personnel has already been approved by the Contracting Authority, his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix B may be made by the Contractor by written notice to the Contracting Authority, provided: (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set

forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Contracting Authority's written approval.

- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix B may be increased by agreement in writing between the Contracting Authority and the Contractor. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel

The Key Personnel and Sub-Contractors listed by title as well as by name in Appendix B are hereby approved by the Contracting Authority. In respect of other Personnel which the Contractor proposes to use in the carrying out of the Services, the Contractor shall submit to the Contracting Authority for review and approval copies of their Curricula Vitae (CVs). If the Contracting Authority does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Contracting Authority.

4.4 Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix A hereto. To account for travel time, Foreign Personnel carrying out Services inside the Contracting Authority's country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the country (ies) as is specified in Appendix A hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix A hereto, and except as specified in such Appendix, the Contractor's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix A. Any taking of leave by Personnel shall be subject to the prior approval by the Contractor who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

- (a) Except as the Contracting Authority may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Contractor, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Contractor shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Contracting Authority: (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Contracting Authority's written request specifying the

grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Contracting Authority.

- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditure the Contractors may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Contracting Authority. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Contracting Authority may otherwise agree:, (i) the Contractor shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Project Director

If required by the SC, the Contractor shall ensure that at all times during the Contractor's performance of the Services in the Contracting Authority's country a resident Project Director, acceptable to the Contracting Authority, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE CONTRACTING AUTHORITY

- 5.1 Assistance and Exemptions** **Unless otherwise specified in the SC**, the Contracting Authority shall use its best efforts to ensure that the Contracting Authority shall:
 - (a) Provide the Contractor, Sub-Contractors and Personnel with work permits and such other documents as shall be necessary to enable the Contractor, Sub-Contractors or Personnel to perform the Services.
 - (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Contracting

Authority's country.

- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Contracting Authority all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Exempt the Contractor and the Personnel and any Sub-Contractors employed by the Contractor for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
- (f) Grant to the Contractor, any Sub-Contractors and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Contracting Authority's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- (g) Provide to the Contractor, Sub-Contractors and Personnel any such other assistance as may be **specified in the SC**.

5.3 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Contractor in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.4 Services, Facilities and Property of the Contracting Authority

- (a) The Contracting Authority shall make available to the Contractor and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix A at the times and in the manner specified in said Appendix A.
- (b) In case that such services, facilities and property shall not be made available to the Contractor as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the

performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

In consideration of the Services performed by the Contractor under this Contract, the Contracting Authority shall make to the Contractor such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.6 Counterpart Personnel

- (a) The Contracting Authority shall make available to the Contractor free of charge such professional and support counterpart personnel, to be nominated by the Contracting Authority with the Contractor's advice, if specified in Appendix A.
- (b) If counterpart personnel are not provided by the Contracting Authority to the Contractor as and when specified in Appendix A, the Contracting Authority and the Contractor shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Contracting Authority to the Contractor as a result thereof pursuant to Clause GC 6.1(c) hereof.
- (c) Professional and support counterpart personnel, excluding Contracting Authority's liaison personnel, shall work under the exclusive direction of the Contractor. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Contractor that is consistent with the position occupied by such member, the Contractor may request the replacement of such member, and the Contracting Authority shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONTRACTOR

6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in US Dollars is set forth in Appendix C.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceiling **specified in the SC**.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments shall be made to the Contractor in order to cover any necessary additional

expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenses

Option 1: Lump Sum Contracts (delete as appropriate)

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Contracting Authority shall pay to the Contractor, in fix instalments, (i) the remuneration as set forth in SC hereunder, and (ii) the reimbursable expenses as set forth in Clause SC hereunder, based on the following Schedule stated in SC.
- (b) Unless otherwise specified in the SC, the remuneration shall be fixed for the duration of the Contract.

Option 2: Time Based Contracts

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Contracting Authority shall pay to the Contractor (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise **specified in the SC**, said remuneration shall be fixed for the duration of the Contract.
- (b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and **Clause SC 2.3** (or such other date as the Parties shall agree in writing), at the rates referred to in Appendix C to this Contract, and subject to price adjustment, if any, **specified in SC**.
- (c) Reimbursable expenses actually and reasonably incurred by the Contractor in the performance of the Services and identified in Appendix C of this Contract, shall not exceed the ceiling **specified in SC**.
- (d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Contractor shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix B, and

(iii) the Contractor's fee.

- (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Contracting Authority, once the applicable salaries and allowances are known.
- (f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Contractor's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

6.3 Currency of Payment

All payments shall be made in US Dollars.

6.4 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as follows:

Option 1: Lump Sum Contracts

- (a) All payments under this Contract shall be made to the accounts of the Contractor **specified in the SC**.
- (b) Within the number of days after the Effective Date specified in the SC, the Contracting Authority shall cause to be paid to the Contractor advance payments as **specified in the SC**. When the SC indicate advance payment, this will be due after provision by the Contractor to the Contracting Authority of an advance payment guarantee acceptable to the Contracting Authority in an amount (or amounts) and in a currency specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix D hereto, or in such other form as the Contracting Authority shall have approved in writing. The advance payments will be set off by the Contracting Authority in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.
- (c) The payments shall be done within thirty (30) days upon receipt of the original invoice accompanied by the supporting documents to demonstrate the acceptance by the Contracting Authority of the Contractor deliverable which the payment is tight upon.

Option 2: Time Based Contracts

- (a) All payments under this Contract shall be made to the

accounts of the Contractor **specified in the SC.**

- (b) Within the number of days after the Effective Date specified in the SC, the Contracting Authority shall cause to be paid to the Contractor advance payments as **specified in the SC.** When the SC indicate advance payment, this will be due after provision by the Contractor to the Contracting Authority of an advance payment guarantee acceptable to the Contracting Authority in an amount (or amounts) and in a currency **specified in the SC.** Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix D hereto, or in such other form as the Contracting Authority shall have approved in writing. The advance payments will be set off by the Contracting Authority in equal installments against the statements for the number of months of the Services **specified in the SC** until said advance payments have been fully set off.
- (c) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals **otherwise indicated in the SC,** the Contractor shall submit to the Contracting Authority, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
- (d) The Contracting Authority shall pay the Contractor's statements within sixty (60) days after the receipt by the Contracting Authority of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Contractor, the Contracting Authority may add or subtract the difference from any subsequent payments. Interest at the annual rate **specified in the SC** shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall

have been submitted by the Contractor and approved as satisfactory by the Contracting Authority. The Services shall be deemed completed and finally accepted by the Contracting Authority and the final report and final statement shall be deemed approved by the Contracting Authority as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Contracting Authority unless the Contracting Authority, within such ninety (90) day period, gives written notice to the Contractor specifying in detail deficiencies in the Services, the final report or final statement. The Contractor shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Contracting Authority has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Contractor to the Contracting Authority within thirty (30) days after receipt by the Contractor of notice thereof. Any such claim by the Contracting Authority for reimbursement must be made within twelve (12) calendar months after receipt by the Contracting Authority of a final report and a final statement approved by the Contracting Authority in accordance with the above.

- (f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D , may be charged to the respective contingencies only if such expenditures were approved by the Contracting Authority prior to being incurred.
- (g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Contractor of any obligations hereunder.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on

such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions **specified in the SC**.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<u>Applicable Law: The law of Botswana</u>
1.1 (b)	The Contracting Authority is: The SADC Secretariat
1.1 (c)	The Contractor is a consortium of the following companies, represented by_____
1.6	The addresses are: Contracting Authority The SADC Secretariat Western Commercial Road (near Lobatse and Siboni Roads) CBD Plot 54385 City: Gaborone

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	<p>Country: Botswana</p> <p>Attention : Tel: Fax:</p> <p>Contractor</p> <p>Attention: Tel: Fax:</p>
1.9.1	<p>The Authorised Representatives are:</p> <p>For the Contracting Authority:</p> <p>The Task Manager is :</p> <p>Tel/Fax : +267 3972 848/ 318 1070</p> <p>For the Contractor:</p> <p>The Project Director is _____</p>
1.9.2	<p>The Contracting Authority delegates to the Task Manager the following authority under this Contract:</p> <p><i>The Task manager shall be the first point of contact for operational implementation and shall oversee operational implementation on a day to day basis. The Task Manager will approve reports submitted by the Contractor, chair progress meetings, approve invoices, provide technical guidance where necessary.</i></p>
1.9.4	<p>The Project Director is: _____</p>
1.10	<p>All taxes payable by the Contractor under the under the Applicable Law shall be paid by the Contractor and where necessary taxes shall be withheld by the Contracting Authority.</p>
2.1	<p>The Contract becomes effective on the date both Parties have signed the Contract.</p>
2.2	<p>The time period shall be 14 working days</p>

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2.3	The time period shall be 7 working days and will be effective from the date of last signature
2.4	The time period shall be _____ months
3.1.2	The applicable laws shall be the Laws of the Republic of Botswana
3.4	<p>Additional sub- clause is added to Clause 3.4 and reads</p> <p>“The Contractor agrees to indemnify and hold harmless the Contracting Authority, its officers, employees and agents against all claims, suits and losses including reasonable attorney fees that may arise from the infringement of any other related intellectual right by the Contractor, personal injury (including death) or damaged property to the extent caused or alleged by a claimant to have been caused in connection with the performance of the Services under this Contract.</p> <p>The obligations set out in this clause shall survive the completion, expiration or termination of this Contract.”</p>
3.5	The Contractor shall take cover for Professional Indemnity Insurance as specified in Appendix A.
3.9	The Contractor shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the SADC Secretariat.
5.1	<p>5.1 Clause 5.1 is deleted and replaced to read as follows “</p> <p>Unless otherwise specified in the SC, it shall be the responsibility of the Contractor to acquire work and residence permits for all of its members who are not Batswana. This shall be at the Contractor’s cost”</p>
6.1 (a) and (b)	<p>The contract ceiling: US\$</p> <p>Fee rates are fixed for the duration of the Contract.</p>
6.1(c)	Delete any reference to Clauses 5.4 and 5.6.
6.2 Option 1	<p>6.2 (a) (i) The payment schedule is the following:</p> <p>STAGE 1: Inception Report and Scheme Design Drawings: Upon successful completion of this stage, the Contractor will be entitled to 10% of the Pre contract fees and disbursements. Less 5% retention.</p> <p>Certificate No 1</p> <p>STAGE 2: Preliminary Design Report and Preliminary Design Drawings: Upon Successful completion of this stage, the Contractor</p>

	<p>is entitled to 25% of the pre contract fees and disbursements. Less 5% retention. Certificate No 2</p> <p>STAGE 3: Final Design Report & Approved and Stamped Construction Drawings & All approvals & Building Permits acquisition & All Tender Documentation needed for the appointment of the building Contractors: Upon successful completion of this stage, the Contractor will be entitled to 55% of the pre contract fees and disbursements. Less 5% retention. Certificate No 3 .</p> <p>STAGE 4 : Procurement Processes to Engage and award the Building Contractors , including contract signing: Upon successful completion of this stage, the Contractor will be entitled to 10% of the pre contract fees and disbursements. Less 5% retention. Certificate No 4</p>
6.2 Option 1	6.2 (a) (ii) This is a Lump Sum Contract
6.2 Option 1	<p>6.2 (b) This is a Lump Sum Contract</p> <p>There are no price adjustments; the rates are fixed for the duration of the contract.</p>
6.2. Option 2	<p>The clause in the General Conditions is deleted and replaced by:</p> <p>No applicable. This is a Global Price contract.</p>
6.4 Option 1 (a)	Payment shall be made in accordance with SC 6.2 (a) (i) (Option1 above) to the accounts of the members of the consortium of the Contractor as will be pointed out by the Contractor.
6.4 Option 1 (b)	There is no advance payment.
6.4 Option 2)	<p>The article in the General Conditions is deleted and replaced by:</p> <p>No applicable. This is a Global Price contract.</p>
8.2	<p>Disputes shall be settled by negotiation and arbitration in accordance with the following provisions:</p> <p>(a) The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably.</p>

- (b) In the event that, through negotiation, the parties fail to solve a dispute arising from the conclusion, interpretation, implementation or termination of the contract, the parties shall settle the dispute by arbitration.
- (c) The arbitral tribunal shall consist of three arbitrators. Each party to the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator, who shall be the Chairperson. If within 15 days of receipt of the request for arbitration either party has not appointed an arbitrator, or if within 7 days of the appointment of the two arbitrators the third arbitrator has not been appointed, either party may request an appointing authority agreed by the parties to appoint an arbitrator.
- (d) If no appointing authority has been agreed upon by the parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within sixty days of the receipt of a party's request therefor, either party may request the **Chairman of the Botswana Institute of Arbitrators** to designate an appointing authority.
- (e) The appointing authority shall, at the request of one of the parties, appoint the sole arbitrator as promptly as possible.
- (f) The procedure of arbitration shall be fixed by the arbitral tribunal which shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.
- (g) The decisions of the arbitral tribunal shall be final and binding upon the parties.

	(h) The arbitration shall take place in Botswana and the substantive law of Botswana shall apply.
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

***Note:** This Appendix will include the final Terms of Reference worked out by the Contracting Authority and the Contractors during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Contracting Authority, etc.*

APPENDIX B – TECHNICAL PROPOSAL

***Note:** List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

APPENDIX C – FINANCIAL PROPOSAL

